

CITY OF ROCHESTER, MINNESOTA
Department of Public Works—Transit and Parking Division
4300 East River Road | Rochester, Minnesota 55906
www.rptride.com | tel: 507.328.2400 | fax: 507.328.2451

REQUEST FOR PROPOSALS

Rochester Public Transit and Paratransit Service Operations and Maintenance

Date Issued: June 21, 2016

PROPOSAL DISTRIBUTION: Copies of proposal documents for this Request for Proposals (RFP) are being distributed by the Rochester Department of Public Works through its website at:

<http://www.rochestermn.gov/departments/public-works/projects-and-studies/contracts-and-bids>

Proposal documents obtained from any other source are not considered official copies. Only those vendors who are registered by obtaining proposal documents from the Rochester Department of Public Works website are guaranteed to receive addendum information, if such information is issued. It is recommended that proposals be submitted at least one day prior to the specified date and time to allow for timely receipt and consideration.

SUBMISSION REQUIREMENTS: Contractor proposals will be opened and evaluated by the City privately to the extent allowed by law. Minn. Stat. § 13.591 governs the handling of all data in the proposals.

Submit: **ONE** hard copy marked “ORIGINAL”
TEN additional complete hard copies
ONE digital copy in a searchable PDF format
ONE email address for contact for responses to inquiries

Proposal package must be marked “Rochester Public Transit and Paratransit Service Operations and Maintenance” and include the RFP Submission Date

Submission Location: Rochester City Clerk
201 4th Street SE
Rochester, Minnesota 55904

Submission Deadline: **3:00 p.m. August 23, 2016**
This is a firm deadline. Proposals received after the specified time will not be opened or considered.

PRE-PROPOSAL CONFERENCE: A mandatory Pre-Proposal Conference has been scheduled for July 6, 2016 at 8:30 a.m. at the City's Transit Operations Center located at 4300 East River Road, Rochester, Minnesota 55906.

FACILITY TOUR and FLEET REVIEW: A guided Facility Tour and Fleet Review at the facility have been scheduled for July 6, 2016 at 10:30 a.m.

Firms shall register for the Pre-Proposal Conference, Facility Tour, and Fleet Review using the Receipt Confirmation Form included with this packet.

CONTACT: All inquiries concerning this RFP should be addressed in writing directly to the Moderator of the RFP process:

Justin Templin
Special Assistant City Attorney
City of Rochester, Minnesota
c/o Hoff, Barry, P.A.
775 Prairie Center Drive, Suite 160
Eden Prairie, Minnesota 55344
email: jtemplin@hoffbarry.com

INQUIRIES: See Part 6.1 of this RFP regarding procedures for inquiries and responses, including all deadlines.

PROTESTS: In order to protest any aspect of the RFP document, Attachments, or the City's evaluation and selection, a Contractor must follow the procedures set forth in PART 6 herein. All other protest rights and procedures or methods of protest are waived.

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Attachments

The following attachments may be downloaded separately, unless noted:

- A Rochester Scheduled Revenue Miles/Hours Data
- B Service Schedules and Route Maps
- C Required FTA Clauses and Certifications
- D Fare Types
- E FTA Third Party Contracting Guidance (C.4220.1F)
(This document may be downloaded at the FTA's website.)
- F Employee Protection Certification
(The attachment is the Referral of FTA Grant MN-90-X342 from 2015.)
- G Five Year Capital Improvement Plan

- H Transit Operations Contract
(Note: This attachment will be provided at a later date.)
- I Paratransit (“ZIPS Dial-A-Ride”) Policies and Guidelines
- J Paratransit Service Area Map
- K Estimated Annual Paratransit Service Hours
- L Reporting Incident and Accident Form
- M Collection, Transport, Counting, and Verification of Cash Farebox Monies Policy
as of 12-07-2015
- N Current Fixed Route Service provider’s contract with Amalgamated Transit
Union, Local 1005
- O Terminal Lease [for use of Facility during the term of the Contract]
- P Amounts Paid to DBEs – Monthly Reporting Form (F-3)
- Q Amounts Paid to DBEs – End of Contract Report Form (F-4)

Note: Copies of the City’s most current NTD Report and Audit Report of Transit Expenses are available upon request.

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PART 1 Overview

- 1.0 Definitions
- 1.1 Introduction
- 1.2 Background Information
- 1.3 Services
- 1.4 Organization of the RFP
- 1.5 Fleet Roster
- 1.6 Insurance
- 1.7 Independent Contractor
- 1.8 Liability and Indemnification
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- 1.10 CITY's Rights
- 1.11 CONTRACTOR's Responsibilities
- 1.12 Consequence of Submission of Proposal
- 1.13 Accuracy in Reporting Requested Information
- 1.14 Incorporation of FTA Terms
- 1.15 Employee Protective Agreements
- 1.16 Cost of Submitting Proposals
- 1.17 Key Events and Dates

1.0 DEFINITIONS

The following definitions apply throughout the RFP documents:

Business. Any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity.

Change Order. A written order signed and issued by the City's designated agent, directing the Contractor to make changes in relation to a specific purchase order or City contract.

City. The City of Rochester, Minnesota.

Contract Modification. Any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual action of the parties to the contract.

Confidential Information. Information that is not a matter of public knowledge and is known to and available to an employee of the City because of the employee's job responsibilities with the City. Such information is not available to the public.

Contract. All types of City agreements, regardless of what they may be called, for the procurement of supplies, services, or construction.

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Contractor. Any person or entity having a Contract with the City or a Using Agency thereof.

Cost Analysis. The evaluation of Cost Data for the purpose of arriving at costs actually incurred or estimates of costs to be incurred, prices to be paid, and costs to be reimbursed.

Cost Data. Factual information concerning the cost of labor, material, overhead, and other cost elements which are expected to be incurred or which have been actually incurred by the Contractor in performing the contract.

Days. As used in this agreement, the term “days” without further modification means calendar days.

Business Days means Monday-Friday, with the exception of official Holidays on which City offices are closed.

Service Days are days on which RTC service operates according to the official RTP schedule, which is subject to change. Currently, RTC service operates Monday-Saturday, except for on official Holidays. The City anticipates that service could be extended to Sundays and Holidays during the term of the Contract contemplated by this RFP.

Employee. Any individual drawing a salary or wages from the City, whether elected or not; any non-compensated individual performing personal services for the City or any department, agency, commission, council, board, or any other entity established by the executive or legislative branch of the City; and any non-compensated individual serving as an elected official of the City.

Facility. The City’s Transit Operations Center located at 4300 East River Road NE, Rochester, MN 55906.

Financial Interest. Anything of monetary value, including but not limited to salary, consulting fee, honoraria, loan or other indebtedness, or equity interest greater than 5%, or any position in an entity such as officer, director, consultant, or other employment position with the entity, regardless of compensation.

Gratuity. A payment, loan, subscription, advance, deposit of money, service, or anything else with a nominal value of \$5.00 or more.

Holiday. The following are holidays for purposes of this RFP and the resulting Contract:

New Year’s Day	January 1
Memorial Day	Last Monday of May
Independence Day	July 4
Labor Day	First Monday of September
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

Immediate Family. A person’s spouse, child, parent, brother, or sister.

Price Analysis. The evaluation of Pricing Data, without analysis of the separate cost components and profit as in cost analysis, which may assist in arriving at prices to be paid and costs to be reimbursed.

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Pricing Data. Factual information concerning prices for items substantially similar to those being procured. Pricing in this definition refers to offered or proposed selling prices, historical selling prices, and current selling prices. The definition refers to data relevant to both prime and subcontract prices.

Procurement. The buying, purchasing, renting, leasing, or otherwise acquiring of any supplies, services, or construction. This definition also includes all functions that pertain to the obtaining of any supply, service, or construction, including description or requirements, selection, and solicitation of sources, preparation and award of contract, and all phases of contract administration.

Public Agency. A public entity that provides or contracts for the operation of public transportation services. It may be a state or local government, or any department, special purpose district (e.g. transit or transportation district), authority or other instrumentality of one or more state or local governments (e.g., a joint powers agency).

Public Transportation. Transportation by a conveyance that provides fixed and continuing general or special transportation to the public, but does not include school bus, charter, sightseeing, or intercity bus transportation, or intercity passenger rail transportation provided by the entity described in 49 U.S.C. § 243, AMTRAK, or a successor to such entity. See Federal Transit Administration's Third Party Contracting Guidance (C.4220.1F).

Request For Proposals or RFP. All documents, whether attached or incorporated by reference, utilized for soliciting proposals.

Responsible Contractor. A person who has the capability in all respects as judged by the City to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

Revenue Contract. Means a contract in which the recipient or sub-recipient provides access to public transportation assets for the primary purpose of either producing revenues in connection with a public transportation related activity, or creating business opportunities involving the use of FTA assisted property.

Services. The furnishing of labor, time, or effort by a Contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance. This term shall not include employment agreements or collective bargaining agreements.

Service Call or "Road Call." When a supervisor or mechanic is sent to the location of a vehicle that has mechanical problems, has run out of fuel, has been involved in an accident, or is unable to continue for any reason.

Specification. Any description of the physical or functional characteristics or of the nature of a supply, service, equipment, or construction item. It may include a description of any requirement for inspecting, testing, or preparing a supply, service equipment, or construction item for delivery.

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Supplies. All property, including but not limited to equipment, materials, and printing, excluding land or a permanent interest in land.

Support Equipment: Equipment provided and maintained by the Contractor in support of delivering the quality of service and operational needs of this Contract (e.g. service support vehicles for operations and maintenance personnel, computer workstations, and tools).

Using Agency. Any department, commission, board, or public agency requiring supplies, services, equipment, or construction procured pursuant to this Policy.

1.1 INTRODUCTION

The City of Rochester, Minnesota is issuing this Request for Proposals (“RFP”) to select a firm using the Federal Transit Administration (“FTA”)’s Third Party Contracting Guidance (C.4220.1F) to operate the City’s public transit services. The City is requesting proposals for the provision of (1) fixed route services and maintenance; and (2) paratransit services and maintenance.

The City has prepared Performance Requirements (Parts 2 and 3) that define the scope of services, performance standards, term, compensation mechanism, insurance requirements, and other contractual issues.

The successful Contractor will be required to enter into a Contract based on this RFP and the accepted proposal. The Contract will be based upon a fixed price structure. The Contract will have an initial term of 60 months beginning on January 1, 2017 and ending on December 31, 2021. The City may, at its option, extend the Contract for one additional term of 24 months, and up to three additional terms of 12 months each. In the event the City, at its option, exercises all possible extensions of the Contract, the total term of the Contract would be 120 months. See PART 5.26 herein.

Contractors shall provide a clear, concise explanation of the Contractor’s capability to satisfy the requirements of this RFP. Each proposal shall be submitted in the requested format and shall provide all pertinent information, including but not limited to information relating to operational capability, experience, financial resources, management structure and key personnel, and other information as otherwise required in this RFP.

1.2 BACKGROUND INFORMATION

The City of Rochester is located in southeastern Minnesota approximately 90 miles from the Minneapolis-St. Paul area. The Census Bureau estimated 2014 population for the City was 109,252 with a greater urbanized area population of 119,022. The City encompasses 47.8 square miles while the urbanized area covers 144 square miles. Rochester’s major employer is the Mayo Clinic with a local staff of over 30,000 employees. The Mayo medical campus is situated in the downtown and incorporates two hospitals. Due to the healthcare services the city has a large lodging and hospitality industry. IBM Corporation has a significant production facility on the northwest side of the city. There are also a number of related medical and computer/software industries along with agricultural processing plants. Rochester is a regional employment and trade center.

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The City of Rochester through the Transit and Parking Division of the Public Works Department provides for the overall administration and oversight of the transit program. The Transit and Parking Division provides for the planning, policy, Procurement, and marketing of Public Transit services. The City maintains a Citizens Advisory on Transit that provides recommendations to the Common Council. The seven members of the advisory are appointed by the Mayor. Community input is also solicited through neighborhood meetings and surveys. All major service and fare changes are subject to a public hearing process and approval of the Common Council.

The City owns the transit equipment with day-to-day operations contracted with two operators. The 2016 budget is approximately \$8.3 million which includes the City's administrative costs plus two purchase-of-service contracts for fixed route operations and ADA paratransit service. The transit system served over 1.8 million passengers in 2015. Ridership growth is heavily impacted by local employment, especially Mayo Clinic. Historically, City management has emphasized program revenues which cover approximately 40% of the fixed route operations costs and 20% of the paratransit service costs.

Transit operations are funded with local, state, and federal dollars. The City is a direct recipient of FTA Section 5307 funds. The FY 2016 FTA apportionment is \$2,172,965. The Catalog of Federal Domestic Assistance (CFDA) number for the federal assistance on this project is 20.509. The State of Minnesota requires 50% of the apportionment to be dedicated to operations. However, the City committed all of its 2015 apportionment to operations. The state funding formula is based on a percent of total operating expenses less federal funds, e.g., the local share requirement for the fixed route urban area peer group is 20%.

Fixed Route operations are currently provided under contract by First Transit following a December 28, 2011 RFP procurement process. First Transit provides day-to-day operations including drivers, vehicle maintenance and storage, dispatch, and customer contact.

The City also provides an ADA Paratransit transit service called ZIPS Dial-A-Ride contracted at a per revenue vehicle hour rate with R & S Transportation. R & S Transportation provides day-to-day operations including drivers, maintenance and garaging, dispatching, and customer contact.

The City-owned fleet includes 52 Gillig low floor buses for use for Fixed Route service and 6 Chevrolet ARBOC vehicles for use in paratransit service. Details regarding the City's fleet are shown in PART 1.5 (Figure 1.5) herein. The City has a contract with Gillig Corporation for the ongoing replacement of its fleet buses.

The City's latest Transit Development Plan (TDP) was adopted in 2007. That plan calls for approximately a 30% increase in service with priority for weekday peak hour service in every neighborhood. Due to funding constraints, the City has not been able to implement the expansion called for in the plan. The proposed service expansion is still relevant. A new TDP will be adopted in 2016. The Operator will be expected to work with the City in implementing the updated plan. City staff provides ongoing service planning and an annual update of the operating budget and capital improvement program.

1.3 SERVICES

For additional information about the City's transit services, visit www.rptride.com.

The services in this RFP consist of the following:

1.3.1 *Fixed Route*. Providing public transportation fixed route bus services on designated routes and schedules utilizing City owned buses with all operating personnel provided by the Contractor. The City will provide a complete operating facility which includes all areas needed to operate a fixed route bus service including area for management/operations, dispatching, and maintenance and bus storage. Contractor shall provide the personnel, including management, and equipment necessary to perform all operations, preventive maintenance and repair work, to keep buses clean and in good working order in accordance with the original equipment manufacturers (OEM) recommendations and maintain service continuity in accordance with this RFP.

Contractor shall provide for complete operations, maintenance, and repair of the City's buses, as specified and in all respects, so that the proposal presents a complete turn-key system such that nothing remains to be purchased, provided, or supplied by the City, other than as specifically noted in this RFP. It is understood by Contractor that this RFP requires, in all cases, all elements of a complete operating system operated from a City-owned facility.

1.3.2 *Paratransit*. Providing an ADA paratransit service called Zumbro Independent Passenger Service ("ZIPS") Dial-A-Ride. The service is demand-response transportation for persons who cannot use the City's fixed route bus service due to a disability. In accordance with the ADA, ZIPS service is comparable to the City's fixed route service and will be adjusted whenever fixed route service is modified through the federally required transportation planning process. The transportation planning process provides for community comment and must be approved by the Rochester Common Council. Contractor will have the opportunity to participate in the transportation planning process and will be made aware of any changes in Sufficient time to adjust daily operations.

This service is currently contracted at a per revenue vehicle hour rate from R & S Transportation. The current Contractor provides day-to-day operations including bus operators, maintenance and garaging, dispatching, and customer contact. Contractor provides Taxi, Extended Taxi, and Supplemental Taxi trips. This RFP intends to re-procure similar services aligning the Contract with the Fixed Route re-procurement. The City desires that a single Contractor oversee and manage both services. Subcontracting various functions within the Paratransit service will be allowed, provided that all elements of the required service as outlined in the Contract are followed.

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1.4 ORGANIZATION OF THE RFP

The RFP is organized into **NINE** parts, and includes Attachments A through Q. Attachment H will be the Transit Operations Contract incorporating the terms of this RFP and final negotiations between the City and the successful Contractor.

PART 1 is information regarding the introduction and purpose, the City-provided fleet, RFP Organization, City Rights, Contractor Responsibilities, consequences of proposal submissions, cost of submitting proposals, and other related information.

PART 2 identifies the Fixed Route performance requirements and includes detailed service description, maintenance plan and program, maintenance, storage and servicing facility, data gathering and reporting requirements, operating requirements and standards, contracted service personnel, employee minimum qualifications, uniform specifications and appearance standards, and fare collection.

PART 3 identifies the Paratransit performance requirements, and includes all of the components included in PART 2, plus items specific to providing paratransit service.

PART 4 consists of the cost proposal requirements and instructions.

PART 5 includes contractual terms and conditions.

PART 6 consists of administrative information, including inquiries, protest procedures, pre-proposal conference information, and insurance requirements.

PART 7 consists of instructions concerning proposal format and content including qualifications, personnel, financial ability, facilities, equipment and maintenance program, management and operations, and certifications and representations.

PART 8 describes the City's evaluation criteria and process.

PART 9 consists of required forms to be included with each proposal and a listing of all required plans to be submitted with the RFP response.

1.5 FLEET ROSTER

The City shall provide the buses and vehicles shown on the Fleet Roster at **Figure 1.5**. See p. 14. The Fleet Roster is subject to change as buses and vehicles are taken out of service and new buses are acquired. The City has a Five Year Capital Improvement Plan that includes the acquisition of new buses and vehicles for use in its transit operations. See Attachment G.

All buses for use in Fixed Route service are equipped with a GFI Fastfare system. All buses and vehicles are equipped with 800 megahertz radios system. (The system includes a base radio system, handheld units, and antenna.) The fleet has an adequate spare vehicle inventory to ensure full daily operations of Fixed Route and Paratransit service.

1.6 INSURANCE

During the term of this Contract, City agrees to procure at its expense for the benefit of the Contractor a general liability insurance policy and a motor vehicle insurance policy covering vehicles used for the purpose of performing services under this agreement, naming the Contractor and State of Minnesota as additional insureds, with property and bodily injury limits in each case of at least \$1,500,000. The cost of procuring such insurance coverage shall constitute a City Administrative Expense. Such insurance coverage shall be limited to buses listed on the Fleet Roster. Additions and deletions to the Fleet Roster must be approved by the City.

During the term of this Contract, the Contractor shall provide the City with a certificate of insurance showing insurance coverage for other Contractor provided vehicles or equipment used for the Contract. Such policies shall name the City as an additional insured. The Contractor also shall provide insurance for errors and omissions on its part that may occur in the management and operation of the service. Additional information regarding insurance is provided in PART 5.

The Contractor shall notify the City of all accidents involving buses or any other vehicles used in the performance of the services covered by this Contract within 24 hours of such occurrence. Accidents involving physical injury shall be reported to the City as soon as possible. The Contractor shall submit the following to the City within two Business Days.

1. Accident report from the driver
2. Post Accident Individual D&A Test Determination, completed by Supervisor
3. Video from bus or other vehicle, if available

The Contractor shall submit the following to the City as soon as they are available:

4. Drug and alcohol test results, if applicable.
5. Accident report from Rochester Police Department.

1.7 INDEPENDENT CONTRACTOR

Contractor expressly understands that it and any person employed by it or working on its behalf is an independent contractor for purposes of this Contract. All persons employed by Contractor or subcontractor in the performance of any work or services required or provided in this agreement shall not be considered employees of City for any purposes whatsoever, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit. No such claim shall in any way be the obligation or responsibility of City.

1.8 LIABILITY AND INDEMINIFICATION

In consideration of the fact that the City does not hire, train, or supervise Contractor's employees performing the services required by this Contract, Contractor shall be solely responsible for any and all acts performed by its employees in the implementation of this Agreement. Additionally, without regard for the coverage provided by the City's general liability and motor vehicle insurance, Contractor shall

indemnify, hold harmless, and defend City, its officers, agents, and employees from any and all claims, damages, or liability of any kind arising out of any acts, errors, or omissions of Contractor or its agents or employees in furnishing services or performing work pursuant to this Agreement.

1.9 SERVICE DESCRIPTION

The City operates 32 different weekday fixed routes including variations for peak and non-peak. Weekday service begins at approximately 5:30 a.m. and ends at 10:30 p.m. Typical weekday service operates with 30 and 60 minute frequency during peak hour and off-peak respectively. Park and Ride routes operate with higher frequency during peak hours. Weekday routes are numbered 1 through 19 including 5 Directs (identified with a “D” suffix serving Park and Ride locations) and 4 Night routes (identified with an “N” suffix). Some routes have an “A” and “B” branch depending on the time of day. Within the existing route structure, there are limited seasonal variations in scheduled services.

In addition, on Tuesdays and Fridays during midday, the City runs a Shopper Bus numbered as Route 55 with predetermined stops at residential high-rises and shopping centers.

There 6 Saturday routes numbered 21 through 26 with 1 to 2 hour frequencies. The service operates from 8:00 a.m. until 7:00 p.m. on Saturdays.

Currently, there is no Sunday or Holiday service. The City anticipates that Sunday and Holiday service may be added during the term of the Contract resulting from this RFP.

Following is a summary of the 2015 revenue and non-revenue miles and hours of the existing service configurations for fixed route and paratransit. The revenue hours are based on the schedule and do not include dwell times for boarding at the downtown bus stop or deadheading. (Attachment A provides a breakdown by route.)

Fixed Route

2015 Annual Revenue Miles: 1,083,941

2015 Non-Revenue Miles: 166,581

2015 Annual Revenue Hours: 70,072

2015 Annual Non-Revenue Hours: 12,713

Paratransit¹

2015 Annual Vehicle Revenue Miles: 272,293

2015 Annual Non-Vehicle Revenue Miles: 5,815

2015 Annual Revenue Hours: 17,198

2015 Annual Non-Revenue Hours: 290

More information regarding services, including route times and maps, can be found at www.rpride.com.

¹ These figures include both City-owned vehicles and services provided by taxis and accessible vans. Total hours (both revenue and non-revenue) for City-owned vehicles totaled 15,627.

1.10 CITY'S RIGHTS

The City's rights in connection with this RFP include, but are not limited to, the following:

1.10.1 Issue addenda to the RFP, including extending or revising the timeline for submittals.

1.10.2 Withdraw, reissue, or modify the RFP.

1.10.3 Request clarification and/or additional information from any Contractor at any point in the procurement process.

1.10.4. *Best Value*. The City will use a "Best Value" evaluation process as per the FTA's Third Party Contracting Guidance (C.4220.1F).

1.10.4.1 Definition. "Best Value" describes a competitive, negotiated procurement process in which the recipient reserves the right to select the most advantageous offer by evaluating and comparing factors in addition to cost or price such that a recipient (here, the City) may acquire technical superiority even if it must pay a premium price. A "premium" is the difference between the price of the lowest priced proposal and the one that the City believes offers the best value to the recipient. The term "Best Value" also means the expected outcome of an acquisition that, in the City's estimation, provides the greatest overall benefit in response to its material requirements. To achieve "Best Value" in the context of acquisitions for public transportation purposes, the evaluation factors for a specific procurement should reflect the subject matter and the elements that are most important to the City.

1.10.4.2 Evaluation factors. While FTA does not mandate any specific evaluation factors, a recipient must disclose those factors in its solicitation. Evaluation factors may include, but are not limited to, technical design, technical approach, length of delivery schedules, quality of proposed personnel, past performance, and management plan. This definition is intended neither to limit nor to dictate qualitative measures a recipient may employ, except that those qualitative measures must support the purposes of the Federal public transportation program.

1.10.5. Commence negotiations with a selected qualified Contractor. The City may discontinue or terminate such negotiations if, in the sole judgment of the City, progress toward a Contract is unsatisfactory. If the City in its sole judgment deems it appropriate to do so, the City may commence negotiations with a different qualified selected Contractor.

1.10.6. Execute a Contract with a Contractor on the basis of the proposal submitted in response to this RFP and/or any other information submitted by the Contractor during the procurement, evaluation, clarification, and negotiation processes.

1.10.7. Rejecting any or all proposals, waiving minor infirmities in any proposals, as determined to be in the best interest of the City.

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1.10.8. Audio and video record any and all live meetings, including conferences and interviews, with potential and actual Contractors and City staff during any and all phases of this RFP solicitation, submittal, and evaluation process. With the exception of public meetings, all such recordings shall remain confidential until after a recommendation of an award of the Contract.

1.11 CONTRACTORS' RESPONSIBILITIES

The Contractor's responsibilities in connection with this RFP include, but are not limited to, the following:

1.11.1 Examine this RFP, including all appendices, thoroughly. Clarify with the Moderator any perceived conflicts, errors, or discrepancies in this RFP.

1.11.2. Become familiar with local conditions that may affect cost, permitting, progress, performance, or services described in this RFP.

1.11.3. Consider all federal, state, and local laws, statutes, ordinances, regulations, and other applicable laws, rules, and regulations that may affect costs, permitting, progress, performance, or services described in this RFP.

1.11.4. If selected, make a good faith effort to hire employees from the City's incumbent Contractor, and include a preference for the hiring of individuals with experience in the City's transit system. For reasons of workforce stability, the City prefers that the successful Contractor honor and incorporate existing labor agreements in regard to positions covered, pay scale, and fringe benefits. At a minimum, the Contractor will be required to recognize and bargain with any existing employees' union. See Attachment N.

1.11.5. Agree not to collaborate or discuss with other Contractors the content of the proposal or service fees proposed.

1.11.6. Prior to submitting a proposal, each Contractor shall, at its own expense, make or obtain any additional examinations, investigations, and studies and obtain any additional information and data that may affect costs, permitting, progress, performance, or services described in this RFP that Contractor deems necessary.

1.11.7. Use mail, fax, delivery service, email, or other delivery mechanism at its own risk. The City shall not be obligated to accept or respond to any submission received after the Submission Deadline due to any delivery failure.

1.12 CONSEQUENCE OF SUBMISSION OF PROPOSAL

The submission of a proposal shall not be deemed an agreement between the Contractor and the City. The proposal is a contractual offer by the Contractor to perform services in accord with the proposal. The City is not be obligated to respond to any proposal submitted nor be bound in any manner by the submission of a proposal.

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The submission of a proposal will constitute a binding representation and warranty by the Contractor that (1) the Contractor has investigated all aspects of the RFP and the Contractor's proposal; (2) the Contractor is aware of the applicable facts pertaining to the RFP process, its procedures, and requirements; (3) the Contractor has read and understands the RFP, and has complied with every requirement; (4) Contractor's proposal is, without exception, premised upon performing and furnishing the services and equipment required by this RFP and the resulting Contract and such means, methods, techniques, sequences, or procedures as may be indicated in or required by this RFP and the resulting Contract; and (5) the RFP is sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the project.

Acceptance of a proposal by the City obligates the selected Contractor to enter into a Contract with the City for the performance of the services as specified in the RFP. Optional services or value-added services offered in the proposal may be selected by the City, in its sole discretion, for inclusion in the Contract. No agreement shall be binding or valid as against the City unless and until it is executed by the City and the selected Contractor, and the Contractor's performance bond, insurance, or other surety guarantee has been accepted by the City.

The proposals received shall become the exclusive property of the City. Upon receipt of such proposals, the City is bound by and shall comply with the requirements of the Minnesota Government Data Practices Act with regard to the proposals throughout the submission, evaluation, and selection process. Specifically, Minn. Stat. § 13.591 governs such data. Portions of a proposal that the Contractor considers a Trade Secret should be marked as such. The City, in its sole discretion, shall make a final determination as to any such data to be classified as nonpublic "Trade Secret" data without deference to the Contractor's marking of the same. See Minn. Stat. § 13.37, subd. 1(b).

1.13 ACCURACY IN REPORTING REQUESTED INFORMATION

Information submitted as part of the proposal will be subject to verification. Inaccurate information or information that is misleading will be, at the City's sole discretion, grounds for removal of a proposal from further consideration. Should a Contractor be awarded a Contract as a result of this RFP, inaccurate or misleading information included in the proposal and subsequently discovered by the City will be, in the City's sole discretion, grounds for default.

1.14 INCORPORATION OF FTA TERMS

The RFP provisions include, in part, certain Standard Terms and Conditions required by the Department of Transportation ("DOT"), whether or not expressly set forth in the contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated March 13, 2013, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this RFP and resulting Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City request which would cause the City to be in violation of the FTA terms and conditions. Attachment D contains the applicable FTA clauses and required FTA Certification Forms.

1.15 EMPLOYEE PROTECTIVE AGREEMENTS

Contractor agrees to comply with applicable transit employee protective requirements. Contractor agrees to carry out the transit operations work on the Contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this RFP and resulting Contract and to meet the employee protective requirements of 49 U.S.C. § 5333(b) (also known as § 13-c), and U.S. Department of Labor (DOL) guidelines at 29 C.F.R. part 215, and any amendments thereto. These terms and conditions are identified in the latest letter of certification from the DOL to the FTA (which is included as Attachment G to this RFP) applicable to the City's work. Contractor agrees to carry out that work in compliance with the conditions stated in that DOL letter.

1.16 COST OF SUBMITTING PROPOSALS

The cost of investigating, preparing, and submitting a proposal is the sole responsibility of the Contractor and shall not be chargeable in any manner to the City. The City will not reimburse any Contractor for any costs or expenses associated with the preparation and submission of a proposal, including but not limited to, expenses incurred in making an oral presentation, participating in an interview, attending the pre-proposal conference or fleet review, or negotiating a Contract with the City.

1.17 KEY EVENTS AND DATES

Date Issued:	June 21, 2016
Pre-Proposal Conference and Fleet Review:	July 6, 2016
Pre-proposal Inquiries Period:	June 29-July 15, 2016
Final Responses to Pre-proposal Inquiries:	July 27, 2016
Submission Deadline:	August 23, 2016
Follow-up Interviews and Clarifications:	September 12-20, 2016
Evaluation Period:	September 21-27, 2016
Award:	October 3, 2016
Contract Start Date:	January 1, 2017

Figure 1.5

System	Bus No.	Make	Model	Year	Engine Type	Transmission Type	Mileage (12/31/2015)
Paratransit	10	Chevrolet	ARBOC	2010	Diesel 6.6 Duramax	4 Spd Automatic	164,721
Paratransit	11	Chevrolet	ARBOC	2011	Diesel 6.6 Duramax	4 Spd Automatic	139,914
Paratransit	12	Chevrolet	ARBOC	2011	Diesel 6.6 Duramax	4 Spd Automatic	127,901
Paratransit	14	Chevrolet	ARBOC	2012	Diesel 6.6 Duramax	4 Spd Automatic	135,722
Paratransit	15	Chevrolet	ARBOC	2014	Diesel 6.6 Duramax	4 Spd Automatic	91,334
Paratransit	16	Chevrolet	ARBOC	2014	Diesel 6.6 Duramax	4 Spd Automatic	77,031
Regular Route	214	GILLIG	Gillig Low Floor	1999	Detroit Diesel Series 40	Allison B400R	367,789
Regular Route	215	GILLIG	Gillig Low Floor	1999	Detroit Diesel Series 40	Allison B400R	350,228 Pending disposal
Regular Route	216	GILLIG	Gillig Low Floor	1999	Detroit Diesel Series 40	Allison B400R	304,515 Pending disposal
Regular Route	217	GILLIG	Gillig Low Floor	1999	Detroit Diesel Series 40	Allison B400R	329,595
Regular Route	218	GILLIG	Gillig Low Floor	2000	Detroit Diesel Series 40	Allison B400R	337,445
Regular Route	219	GILLIG	Gillig Low Floor	2000	Detroit Diesel Series 40	Allison B400R	316,082
Regular Route	220	GILLIG	Gillig Low Floor	2000	Detroit Diesel Series 40	Allison B400R	418,644 Pending disposal
Regular Route	221	GILLIG	Gillig Low Floor	2000	Detroit Diesel Series 40	Allison B400R	339,642
Regular Route	222	GILLIG	Gillig Low Floor	2003	Cummins ISL	Voith D864.3E	338,444
Regular Route	223	GILLIG	Gillig Low Floor	2003	Cummins ISL	Voith D864.3E	354,790
Regular Route	224	GILLIG	Gillig Low Floor	2003	Cummins ISL	Voith D864.3E	350,906
Regular Route	225	GILLIG	Gillig Low Floor	2003	Cummins ISL	Voith D864.3E	349,053
Regular Route	226	GILLIG	Gillig Low Floor	2003	Cummins ISL	Voith D864.3E	455,788
Regular Route	227	GILLIG	Gillig Low Floor	2003	Cummins ISL	Voith D864.3E	382,372
Regular Route	228	GILLIG	Gillig Low Floor	2003	Cummins ISL	Voith D864.3E	370,033
Regular Route	229	GILLIG	Gillig Low Floor	2003	Cummins ISL	Voith D864.3E	344,862
Regular Route	230	GILLIG	Gillig Low Floor	2004	Cummins ISL	Voith D864.3E	382,692
Regular Route	231	GILLIG	Gillig Low Floor	2004	Cummins ISL	Voith D864.3E	342,890
Regular Route	232	GILLIG	Gillig Low Floor	2004	Cummins ISL	Voith D864.3E	323,481
Regular Route	233	GILLIG	Gillig Low Floor	2004	Cummins ISL	Voith D864.3E	332,730
Regular Route	234	GILLIG	Gillig Low Floor	2004	Cummins ISL	Voith D864.3E	360,499
Regular Route	235	GILLIG	Gillig Low Floor	2004	Cummins ISL	Voith D864.3E	419,402
Regular Route	236	GILLIG	Gillig Low Floor	2005	Cummins ISL	Voith D864.3E	337,059
Regular Route	237	GILLIG	Gillig Low Floor	2005	Cummins ISL	Voith D864.3E	319,067
Regular Route	238	GILLIG	Gillig Low Floor	2005	Cummins ISL	Voith D864.3E	407,717
Regular Route	239	GILLIG	Gillig Low Floor	2005	Cummins ISL	Voith D864.3E	338,786
Regular Route	240	GILLIG	Gillig Low Floor	2005	Cummins ISL	Voith D864.3E	395,312
Regular Route	241	GILLIG	Gillig Low Floor	2005	Cummins ISL	Voith D864.3E	438,660
Regular Route	242	GILLIG	Gillig Low Floor	2005	Cummins ISL	Voith D864.3E	334,786
Regular Route	243	GILLIG	Gillig Low Floor	2005	Cummins ISL	Voith D864.3E	327,978
Regular Route	244	GILLIG	Gillig Low Floor	2005	Cummins ISL	Voith D864.3E	330,774
Regular Route	245	GILLIG	Gillig Low Floor	2005	Cummins ISL	Voith D864.3E	341,145
Regular Route	246	GILLIG	Gillig Low Floor	2007	Cummins ISL	Voith 864.5	387,169
Regular Route	247	GILLIG	Gillig Low Floor	2007	Cummins ISL	Voith 864.5	368,411
Regular Route	248	GILLIG	Gillig Low Floor	2007	Cummins ISL	Voith 864.5	375,207
Regular Route	249	GILLIG	Gillig Low Floor	2007	Cummins ISL	Voith 864.5	303,473
Regular Route	250	GILLIG	Gillig Low Floor	2010	Cummins ISL	Voith 864.5	194,167
Regular Route	251	GILLIG	Gillig Low Floor	2010	Cummins ISL	Voith 864.5	186,791
Regular Route	252	GILLIG	Gillig Low Floor	2010	Cummins ISL	Voith 864.5	193,933
Regular Route	253	GILLIG	Gillig Low Floor	2010	Cummins ISL	Voith 864.5	217,376
Regular Route	254	GILLIG	Gillig Low Floor	2011	Cummins ISL	Voith 864.5	150,004
Regular Route	255	GILLIG	Gillig Low Floor	2014	Cummins ISL	Voith 864.5	84,404
Regular Route	256	GILLIG	Gillig Low Floor	2014	Cummins ISL	Voith 864.5	84,518
Regular Route	257	GILLIG	Gillig Low Floor	2014	Cummins ISL	Voith 864.5	94,986
Regular Route	258	GILLIG	Gillig Low Floor	2014	Cummins ISL	Voith 864.5	81,057
Regular Route	259	GILLIG	Gillig Low Floor BRT	2015	Cummins ISL	Allison B400R	7,614
Regular Route	260	GILLIG	Gillig Low Floor BRT	2015	Cummins ISL	Allison B400R	8,130
Regular Route	261	GILLIG	Gillig Low Floor BRT	2015	Cummins ISL	Allison B400R	9,587
Regular Route	262	GILLIG	Gillig Low Floor BRT	2015	Cummins ISL	Allison B400R	9,164
Regular Route	263	GILLIG	Gillig Low Floor BRT	2015	Cummins ISL	Allison B400R	9,410
Regular Route	264	GILLIG	Gillig Low Floor BRT	2015	Cummins ISL	Allison B400R	8,646
Regular Route	265	GILLIG	Gillig Low Floor BRT	2015	Cummins ISL	Allison B400R	8,817

PART 2 Fixed Route Performance Requirements

- 2.0 Definitions
- 2.1 Performance Requirements
- 2.2 Detailed Service Description
- 2.3 Maintenance Plan and Program
- 2.4 Facility and Storage
- 2.5 Data Gathering and Reporting Requirements
- 2.6 Operating Requirements and Standards
- 2.7 Contracted Service Personnel
- 2.8 Minimum Qualifications for Employment
- 2.9 Uniform Specifications and Appearance Standards
- 2.10 Fare Collection
- 2.11 Payment Processing and Timeframe
- 2.12 Liquidated Damages

2.0 DEFINITIONS

As used in this Part or subsequent Parts, the following terms have the meanings defined herein:

Daily Operating Requirements. The personnel and other resources needed to meet the requirements of scheduled fixed-route requirements of the Contract.

Early. When a bus departs the first scheduled stop, or arrives at the last scheduled stop, eight minutes or more before the time posted in the public timetables.

Late. When a bus departs the first scheduled stop, or arrives at the last scheduled stop, eight minutes or more after the time posted in the public timetables.

Missed. When a scheduled bus trip is not made or a replacement trip is not substituted before the next scheduled trip occurs.

On-time. When a bus meets the arrival times of the first and last trips posted in the public timetables, or within eight minutes of such posted time.

Revenue Hours or Revenue Service. The time from the first timed stop to the last timed stop per bus schedule. This does not include deadhead hours or dwell time at the downtown bus stop.

Revenue Miles. The distance from the first timed stop to the last timed stop per bus schedule. This calculation is not done on a gate-to-gate basis.

Vehicle Hours. The time during which the vehicle is running.

Vehicle Miles. The distance the vehicle has traveled according to its odometer.

2.1 PERFORMANCE REQUIREMENTS

2.1.1 *Performance Standards.* Contractor shall be evaluated as to whether Contractor meets the Daily Operating Requirements based on On-time performance. Contractor shall maintain at least 95% On-time performance in the provision of scheduled services. In order to determine whether the 95% On-time standard is being met, each trip will be judged as Early, On-time, or Late. The exception to these requirements will be documented traffic delays or other matters beyond the ability of bus operator to correct.

2.1.2 *Reporting Requirements; Review.* The Contractor shall document every occurrence of an Early, Late, or Missed trip. Beginning 90 days after the effective date of the Contract, liquidated damages as set forth in PART 2.12 herein shall be imposed. On-time performance shall be measured by use of Automated Vehicle Location (“AVL”) and Geographic Positioning System (“GPS”) systems. Contractor shall provide as part of its RFP response the sampling method to be used for measuring on-time performance. Contractor shall report Early and Late trips to the City in written monthly performance reports. Contractor shall work with the City to establish the format of such reports. Contractor shall report Missed trips to the City in writing on a daily basis. Any disruption or suspension of service in excess of one hour shall be reported by the Contractor to the City immediately upon learning of such disruption. Liquidated damages may be imposed as set forth in PART 2.12 herein. The City shall have the right to review the Contractor’s dispatch records and shall have unrestricted access to any AVL records to verify and determine compliance with the Contractor’s responsibilities under this Contract. Contractor’s personnel shall assist the City to insure requested records are available on location in the City and are provided promptly upon request.

2.1.3 *Operations.* The Contractor shall operate the service in accordance with the posted routes, maps, and timetables contained in Attachment B to this RFP. The Contractor shall make every effort to maintain service, without compromising safety during major weather events or under other inclement conditions. The Contractor shall be expected to participate in and support any and all emergency situations as declared by the City, including any and all Emergency drills that may be conducted during the term of this Contract. All such Vehicle Hours shall be reimbursed based on the rate in the Contractor’s proposal.

2.1.4 *Legal Compliance; Drug Free Workplace.* Contractor shall comply with all applicable requirements, rules, and regulations of the Occupational Safety and Health Administration (OSHA), and all other federal, state and local safety laws, regulations, permits, codes, and other ordinances.

2.1.4.1 Contractor shall provide a drug free workplace in accordance with the requirements of the drug-free workplace act. Contractor shall comply with the FTA requirements of 49 C.F.R., Pts. 40 and 655. See www.gpoaccess.gov/cfr. Contractor shall supply a copy of its Drug and Alcohol Procedures Policy with its response to this RFP.

2.1.4.2 If the Contractor is proposing subcontractors as part of its proposal, a copy of each subcontractor’s Drug and Alcohol procedures are to be included as part of the proposal.

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2.1.4.3 Contractor shall perform post accident drug and alcohol tests in accordance with 49 C.F.R., Pt. 655 and report the results to the City, with the official accident report, within 24 hours of the accident.

2.1.5 *Maintenance*. Contractor shall perform regularly scheduled preventive maintenance to the vehicles at pre-established intervals in accordance with the standards and schedules of the Original Equipment Manufacturer (“OEM”) of the buses as supplemented by the standards and schedules of equipment suppliers for systems installed on the vehicle and the requirements of the State of Minnesota and Federal Transit Administration

2.1.5.1 Maintenance Plan. The Contractor shall provide a maintenance plan based on the City’s bus fleet indicating the time or mileage intervals (including over and under margins) when Contractor inspections and preventive maintenance shall be performed. This time or mileage interval shall not change during the course of this Contract without prior written approval of the City.

2.1.5.2 Contractor shall provide the City with an example of its regularly scheduled preventive maintenance policies and procedures, inspection forms and schedules with their proposal. The successful Contractor will be asked to provide a preventive maintenance plan specific to the City’s fleet within 60 days after award of the Contract.

2.1.6 *ITS Integration*

2.1.6.1 Current Available Technology. The City has integrated Intelligent Transportation System (“ITS”) technology for its fixed route service, including:

- Automatic Vehicle Location (Double Map)
- Mobile Data Communications
- Mobile Data Terminal
- Wayside Passenger Information Displays (In the Downtown and Expand)
- Internet information
- Electronic fare collection system (GFI Fastfare)

2.1.6.2 Possible Upgrades. The City is considering additional ITS technology for fixed route service, including:

- Computer Assisted Dispatching
- Automatic Next Stop Annunciation and Signage
- Automatic Passenger Counting

2.1.6.3 Goals. Contractor shall be expected to integrate current and future ITS at all levels of its service. Contractor shall provide a description of its experience with and knowledge of ITS and how and where it has integrated ITS into its operations. The City’s goals, which should be shared by the Contractor, for the use of ITS technology in the provision of fixed route service are:

- Monitoring and supervision of compliance with the Daily Operations Requirements

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- Improve the ability to track, record, and analyze data on passengers and revenue miles for efficient scheduling and reporting
- Improve communications with drivers
- Automatically track passenger counts by route, bus, time, and location
- Better assess Contractor's performance
- Improve fare control systems
- Track vehicle locations by providing information through the Internet and wayside signs
- Improve security and effective emergency response
- Improve coordination with other transportation services and emergency management.

2.1.7 Performance Assessment; Inspections.

2.1.7.1 Inspections. Contractor shall maintain all buses and vehicles on the Fleet Roster (including all buses used for either fixed route service or para transit service) at all times in accordance with State regulations and OEM requirements throughout the term of the Contract. Upon inspection by the State, at least 95% of all buses must pass State inspection with no defects that would require the bus to be held out of service. If a defect can be repaired and re-inspected on the same day without the unavailability of that bus resulting in a Missed trip, that bus will not be considered held out of service. Contractor shall supply to the City a copy of all State inspection records within 24 hours.

2.1.7.2 Review of Records; Observations. The City shall have the right to review all State inspection results and records to verify compliance and reserves the right to employ at City expense a qualified third-party vehicle inspector to observe inspections.

2.1.7.3 95% Pass Rate Requirement for Inspections. In the event the inspection pass rate falls below 95%, Contractor shall be required to complete repairs and take all necessary steps to expedite re-inspections by the State sufficient to exceed the 95% pass rate. Failure to meet or exceed the 95% pass rate will result in the assessment of liquidated damages as set forth in PART 2.12 herein.

2.1.7.4 Assessment for Contract Compliance. For the purposes of assessing Contract compliance, a minimum 90% inspection pass rate for all buses and vehicles on the Fleet Roster shall apply monthly, corresponding to the period for which compensation by the Contractor is requested. If the Contractor fails to achieve a minimum 90% inspection pass rate during a six-month period, City reserves the right, in addition to the assessment of liquidated damages as set forth in PART 2.12 herein, to take the following actions:

First six-month period:	Notice of Opportunity to Cure, identifying need for corrective action.
Second consecutive six-month period:	Notice of Contract Default.
Third consecutive six-month period:	Termination for Cause

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For purposes of this performance assessment, a six-month period begins on each January 1 and ends on June 30 and the next six-month period begins on each July 1 and ends on December 31. If any extension of the Contract results in the Contractor's operation of the service for a period of less than six months, the performance assessment will be pro rated accordingly. Prior to any action taken in accordance with PART 2.1.7.4, the City shall inform the Contractor and request an explanation, if any. The City reserves the right to determine whether to strictly enforce Contract terms. Any waiver by the City of any right of enforcement shall not constitute a waiver of future enforcement rights.

2.1.8 *Marketing, Public Relations, and Advertising.* Contractor shall provide support and assistance to the City in all marketing ventures and promotional activities and shall provide management assistance to the City in this regard in terms of manpower, distribution of materials, and providing accurate, courteous information on City promotions. The City shall develop plans and materials. Contractor shall provide and install postings or notices for short term or temporary service interruptions or changes. All materials provided to the Contractor for posting are to be posted within 24 hours of receipt or on the designated release date.

2.1.8.1 Contractor shall maintain the name of the service visibly displayed on the side of each City-owned vehicle that is in service.

2.1.8.2 Service Applications. Contractor shall have applications for service available on all vehicles at all times. City shall have responsibility to (a) provide application blanks; (b) process all applications, certifying individuals as eligible for service; and (c) issue identification numbers certifying Users as eligible. Contractor shall, if requested by the individual, act as agent for the City in collecting applications and transmitting them to the City.

2.1.8.3 Advertising. Contractor agrees to provide access to advertising vendors under contract to the City for purpose of installing and maintaining advertising signs on the exterior and interior of City owned vehicles. Revenues from advertising shall be paid from vendors to the City. Contractor shall not have authority to advertise on or in City owned vehicles.

2.1.9 *Transition Planning.* Contractor shall submit, as part of its proposal, a transition plan for operating the City's transit service operations and maintenance and occupying the City's Transit Operations Center. This plan should cover the relocation and assignment of personnel and functions.

2.2 DETAILED SERVICE DESCRIPTION

Detailed route maps and schedules are available at www.rptride.com. Details of the City's public transit service (mileage and hours of service) are contained in Attachments A and B. Additional information is also available at PART 1.9 herein and at www.rptride.com.

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2.2.1 *Service Hours.* Service hours vary by route. The Contractor shall provide service during all required hours. Hours and days of operation are subject to change. All changes will be adjusted in the payment by the accepted cost per revenue hour. The Contractor shall be responsible for maintaining in good order all City-supplied information (e.g. schedules, service announcements) on the buses, insuring that all information is available to customers and that all information is current.

2.2.2 *Adjustment to Service.* The City reserves the right to adjust service as it sees fit at any time. Modifications to service may include, but are not limited to, extending, delaying, adding, or deleting routes or parts of routes and expanding or decreasing scheduled revenue hours. The addition or deletion of routes will result in price adjustments based on the Contractor's Cost Proposal.

2.2.3 *Service Monitoring and Contract Compliance.* City representatives may, without prior notice, ride in all buses, inspect any bus, and inspect any area of the operations and maintenance facility to ensure compliance with this Contract. City representatives shall be afforded unfettered access to all buses and facilities at all times.

2.2.4 *Audits.* The City or its designated representative may, in the sole discretion of the City, conduct periodic audits. Contractor shall provide full cooperation during any and all such audits. Cooperation, for purposes of this requirement, shall include access to all operational data, financial records, maintenance information, employee information, applicable databases, and all facilities and equipment. Contractor shall assist the City or its designated auditor in every reasonable manner. Contractor shall maintain updated and complete copies of all documents and records related to its performance of the Contract on location in the City to facilitate audits.

2.2.5 *Use of City Owned Buses and Service Vehicles.* Buses on the Fleet Roster are to be used for revenue service and directly-related activities only (e.g. deadheading, repairs). No administrative uses whatsoever by the Contractor are permitted. The City strictly prohibits the use of its buses and service vehicles for the purposes of performing operator relief. The City reserves the right to use its bus fleet for demonstration or marketing events. Contractor may be asked to provide an operator for such City events and shall be compensated at the per Revenue Hour rate on such occasions. Contractor shall be responsible for providing service support vehicles for the purpose of operator relief and miscellaneous management functions at Contractor's expense. (The costs for use of such vehicles shall be included in the contact rate.) Contractor shall utilize relief vehicles to manage the need to exchange operators away from the operating garage. The successful Contractor will be required to submit, within 60 days after award of the Contract, a detailed plan for providing bus assignments that accounts for the overall age of the fleet and spare ratios.

2.3 MAINTENANCE PLAN AND PROGRAM

2.3.1 *Contractor Responsibility.* Contractor shall be solely responsible for the proper maintenance (both preventive and corrective) of the entire Fleet Roster. Maintenance shall be performed in accordance with OEM recommendations so as to ensure reliable transit service

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delivery, professional image, minimal service interruptions, and maximum fleet availability. Contractor shall comply with all of the regulations published by the Federal Motor Carrier Safety Administration and the Federal Transit Administration (“FTA”) applicable to passenger transit operations and fleet maintenance. All buses shall be maintained in a state of good repair by the Contractor and shall be able to pass a State inspection at any time.

2.3.1.1 Adherence to preventive maintenance schedules shall not be regarded as reasonable cause for deferred maintenance and repair in specific instances where the Contractor’s employees observe that maintenance and repair is needed in advance of schedule.

2.3.2 *Maintenance Staffing.* Contractor shall provide and maintain a suitable qualified mechanic-to-fleet ratio for the service described herein. Contractor shall submit proposed staffing levels, mechanic-to-fleet ratio and all appropriate justifications with its proposal.

2.3.3 *FTA Maintenance Plan.* FTA Circular 9030.1C, FTA Circular 5010.1D and FTA Master Agreement requires each recipient of federal funding to have a current written maintenance plan for its federally funded rolling stock. Sub-recipients, and by extension their contractors, shall be held to these same standards.

2.3.3.1 See the following resources:

www.fta.dot.gov/laws/circulars/leg_reg_11492.html
www.fta.dot.gov/laws/circulars/leg_reg_11492.html
www.fta.dot.gov/laws/circulars/leg_reg_8640.html
www.fta.dot.gov/funding/apply/grants_financing_10645.html

2.3.3.2 Contractor is required to have and follow a formal written plan for maintaining the City’s transit vehicles and supporting equipment. An effective maintenance plan and program addresses the unique needs of each type of transit vehicle and the unique characteristics of each operating environment. At a minimum, the plan and program shall:

- Identify and define goals and objectives and how they are achieved;
- Address the current mix of vehicles;
- Address the cleaning of vehicles;
- Outline procedures for maintaining accessibility equipment;
- Describe preventive maintenance procedures and intervals;
- Describe the procedures for reporting defects and repairs;
- Describe the procedures for major repairs and warranty claim processing;
- Adhere to or exceed manufacturer’s requirements for vehicles under warranty;
- Be updated to account for industry changes;
- Describe preventive maintenance procedures for all supporting equipment provided by the City;
- Address records management;
- Describe quality assurance and control procedures;
- Provide key personnel that the City may contact regarding maintenance matters;

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- Include the OEM maintenance manuals as references

2.3.3.3 Contractor shall perform regularly scheduled preventive maintenance to the buses at pre-established intervals in accordance with the standards and schedules of the Original Equipment Manufacturer (OEM) of the buses as supplemented by the standards and schedules of equipment suppliers for systems installed on the vehicle and the requirements of the State of Minnesota.

2.3.3.4 The successful Contractor will be required to submit detailed Maintenance Policies and Procedures within 60 days of award. This requirement cannot be satisfied simply by submitting OEM manuals.

2.3.4 Bus Condition and Maintenance

2.3.4.1 Records. Contractor shall be responsible for all bus maintenance, and shall maintain accurate records using the City's fleet maintenance software. Supporting document files shall be maintained by the Contractor by vehicle number. The supporting document files will be used as back-up to the information within the fleet maintenance software and for official governmental inspections such as the FTA triennial review. The maintenance records shall be the property of and be furnished to the City upon request. All maintenance records shall be kept at the facility where the vehicles are maintained.

2.3.4.2 Maintenance and Repairs. Contractor shall be required to perform all routine preventive maintenance, heavy repair, running repairs, warranty repairs, body work of any type, and major and minor cleaning necessary to keep the entire Fleet Roster in compliance with OEM requirements. Contractor shall also assure that all on-board systems are fully functional and operational. No work may be subcontracted without the City's explicit prior approval. A list of any and all subcontractors contemplated for use in this work is to be submitted with proposal for City approval.

2.3.4.3 Bus Condition. Contractor shall be solely responsible to maintain the entire Fleet Roster in the same operating condition and appearance in which the vehicles are received at the commencement of the Contract, subject to reasonable wear and tear based on mileage and age.

2.3.5 General Maintenance Standards. Contractor shall adhere to the following standards for general maintenance:

2.3.5.1 All components of the bus bodies, accessories, chassis, and any additional equipment on the buses, (e.g. lifts, destination signs etc.) shall be maintained in accordance with OEM requirements and undamaged condition at all times. Repairs (including body, glass, and all bus accessories) shall be made expeditiously (not to exceed five days), unless the defect would affect safety or passenger comfort or have a significant effect on appearance, in which case the repair shall be made before the vehicle is put back in service.

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2.3.5.2 Heating and air-conditioning (HVAC) systems shall be maintained to ensure that passenger compartments are comfortably maintained under all climatic conditions at all times.

2.3.5.2.1 Contractor shall maintain the air conditioning systems in good operating condition at all times, regardless of climatic conditions.

2.3.5.2.2 City shall provide an air conditioning recovery unit.

2.3.5.3 Between May 1 and September 30, Contractor shall not place into service, or allow to remain in service, buses with non-functioning air conditioning systems. Air conditioning systems shall be able to maintain a minimum 20° F temperature differential (to ambient) at all times.

2.3.5.4 All mechanical, electrical, air, and hydraulic systems, shall be maintained in accordance with OEM requirements and are to be in good working condition at all times.

2.3.5.4.1 City shall provide battery chargers.

2.3.5.5 Contractor shall perform fluid analysis in accordance with OEM or City requirements and shall provide copies to the City of all fluid analysis test reports. In addition, Contractor shall comply with all recommendations of fluid analysis results. Documentation from Contractor shall be submitted to the City showing that all repairs have been made in accordance with the fluid analysis reports.

2.3.5.6 Contractor shall perform annual emission/opacity inspections to meet all applicable clean-air standards and maintain all equipment within those standards.

2.3.5.7 Wheelchair ramps, lifts and all ADA applicable items shall be operational at all times when buses are in revenue service. Lifts and ramps shall be cycled daily before going into service. Contractor shall perform regular inspections of all wheelchair lifts and ramps per manufacturer recommendations and insure all buses are fully ADA compliant.

2.3.5.8 All buses placed in Revenue Service shall have fully operational heating systems, air conditioning, wheelchair lifts/ramps, securement devices, flip seats, fare collection system, security cameras (as provided by the City), destination signs, seat belts, lights, brakes, horn, and passenger stop notification systems. In addition, all buses placed in revenue service shall be free of body damage, have no missing or unpainted panels; with wheels and tires checked nightly for any defects such as flats, curbing, plugs missing and proper minimum tire tread depth of 3/32 inch. All buses shall be free of graffiti on the exterior and interiors, have all safety items fully operational; i.e., lights, brakes, horn, tires, wheelchair securement devices, seat belts, etc.

2.3.5.9 Replacement tires are to be OEM quality and shall be provided by the City. Steering axle tires shall not be recapped, re-grooved, or retreaded. Non-steering axle tires may be recapped, regrooved, or retreaded. All wheel lug nuts shall be properly torque.

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Contractor shall insure that all tires have a minimum tread depth of 3/32 inch in all treads.

2.3.5.10 Operators shall be required to complete and document a pre-trip inspection before entering revenue service. These reports shall be kept on file by Contractor for at least seven years.

2.3.5.11 No bus shall be repaired with parts taken from another bus for any reason without express prior written consent from the City.

2.3.5.12 All buses shall be maintained properly as required by the City and the OEM, and will not put into peril any warranties that may exist on a particular bus from the OEM.

2.3.5.13 Contractor is solely responsible for all Service Calls.

2.3.5.14 Contractor shall pursue the purchase and warranty of components and parts to be installed by Contractor's maintenance department or other third party contractor. The purchased replacement parts shall have the same warranty as is provided by manufacturers or certified re-builders in the area. Parts are a City expense.

2.3.5.15 Failure by Contractor to maintain the Fleet Roster as defined by the OEM and City's written instructions may result in the City arranging for repairs at the Contractor's expense.

2.3.5.16 Annual engine maintenance shall be performed as per the engine manufacturer's specifications. All valve settings and engine codes shall be placed on the work order for the City's review.

2.3.5.17 Vehicle mileage shall be taken daily from the odometer; defective or missing odometers shall be replaced immediately.

2.3.5.18 Any bus that uses more than the following make-up fluids shall be checked by Contractor and repaired as needed by Contractor.

- a) Engine oil: one quart per one 100 miles.
- b) Transmission fluid: three quarts per month.
- c) Coolant: three quarts per day.

Contractor shall keep accurate records of the above, by bus number.

2.3.5.19 Contractor shall be required to maintain and ensure proper operational condition of all on-board video recording systems (if so equipped). Contractor shall submit, as part of its proposal, a plan for complying with this requirement and the intended utilization of the on-board video system from an operational perspective (i.e. operator training, improvement, and reinforcement). Upon request by the City, Contractor shall download and provide to the City all data requested. City will provide the video recording system

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readers to the Contractor. All images and recordings are considered the property of the City and will be maintained in accordance with Minnesota law.

2.3.5.20 Contractor shall maintain and program electronic destination signs as directed by the City.

2.3.5.21 Any and all damage to any bus on the Fleet Roster or to City facilities caused in whole or in part by the negligence of the Contractor or its employees shall be repaired at the Contractor's expense.

2.3.6 *Required Daily Servicing Standards.* Contractor is required to document the completion of the following minimum servicing standards for each operational bus on a daily basis:

- a) Fuel vehicle
- b) Check engine oil
- c) Check transmission fluid
- d) Check coolant level
- e) Record vehicle mileage

2.3.7 *Required Pre-trip Inspections.* Whenever a bus is being placed into Revenue Service, Contractor shall perform a pre-trip inspection to ensure that the vehicle is clean and safe prior to its leaving the facility, including a complete cycling of the wheelchair lift/ramp. Pre-trip inspection records shall be retained by the Contractor for a minimum of seven years. Inspection procedures and forms shall be reviewed by the City from time to time to ensure compliance with applicable federal, state, and local laws and regulations. Contractor shall submit with its proposal a sample of the vehicle operator pre-trip inspection form or an electronic format meeting State requirements to be used and a detailed explanation of how this form or format will be utilized.

2.3.8 *Parts and Major Repairs.* The City shall provide all parts which shall be ordered through the City's purchasing process. Contractor shall advise the City as to common parts to be inventoried. Contractor is responsible to complete all repairs. Contractor shall correct all deficiencies considered to be "Major Repairs," as defined below:

2.3.8.1 Major Repair work shall be completed in five Business Days from the time it is identified, unless Contractor demonstrates and documents extenuating circumstances justifying a longer repair period. A need for additional time shall be reported to the City.

2.3.8.2 Failure to complete Major Repair work within the aforementioned timeframe, without a demonstrated and documented and accepted justification, will allow the City to seek repair by a third party and deduct any invoice received from Contractor's payment voucher in the following month. The City reserves the right to inspect, either with internal staff or third-party inspector, the quality and appropriateness of all repair work. Contractor, at its sole expense, shall complete all additional repairs required by the City, if the City or its designee determines the initial repair work to be substandard or insufficient.

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2.3.8.3 Major Repairs include, but are not limited to, the following:

- a) Engine overhauls
- b) Generator overhauls
- c) Traction motor overhauls
- d) Energy storage system removal and replacement
- e) Transmission rebuilding
- f) Differential/rear axle rebuilding
- g) Major body repairs
- h) Other repairs needed so as not to degrade service by the City. City shall designate the same as “Major Repairs” by providing such designation to Contractor in writing.

2.3.8.4 Contractor shall consult with the City in regard to repairs that Contractor maintains must be completed by a third party. Such subcontracted repairs must be pre-approved by the City.

2.3.9 *Preventative Maintenance.* Regular preventive maintenance inspections, conducted in accordance with the Contractor’s preventative maintenance plan and OEM requirements are to be conducted at 6,000-mile intervals.

2.3.9.1 Preventive maintenance will be based on the life miles of the vehicle rather than the hub miles. For example, if the hub is changed, the actual miles may conflict with the previously recorded inspection. Maintenance actions shall be based on time intervals, mileage intervals, or a combination of mileage and time intervals.

2.3.9.2 Each time a bus enters a shop for a preventative maintenance inspection, the engine, transmission, radiator, and condensers should be cleaned. Care should be taken that no damage is done to electrical components or connectors during this cleaning.

2.3.9.3 In anticipation of the standard 6,000 mile oil analysis, the City requires that a fluid sample of engine oil shall be taken and sent out for standard oil analysis at each 5,500 mile review. A fluid sample of transmission fluids shall be taken and sent out for analysis at an interval of 24,000 miles. The Contractor shall adhere to recommendations provided by the applicable oil analysis report.

- a) These samples shall be drawn from the filler tubes, not the drains.
- b) All results of the samples taken shall be forwarded to the City.
- c) Any fluid samples found to be out of specifications shall be addressed with corrective repairs to the appropriate vehicle component to ensure asset reliability.
- d) Contractor’s proposal shall provide a detailed explanation of their standard oil analysis program and how that program will comply with the City’s minimum requirements.

2.3.9.4 Engine oil, oil filter and fuel filter, shall be changed at every 6,000 mile preventative maintenance inspection. Transmission oil shall be changed at 12,000 mile intervals. Transmission filters shall be changed at 24,000 miles. Hydraulic fluids and

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filters shall be changed at 6,000 miles. All oils, transmissions fluids and filters shall be approved brands by the OEM. Gaskets or seals shall be replaced when any filter is replaced or changed.

2.3.9.5 Air dryer desiccant shall be replaced at a minimum at every 48,000 mile inspection. The air cleaner shall be checked every inspection and replaced if the manometer reading is above six inches of water. All readings shall be placed on inspection records.

2.3.9.6 A preventive maintenance wheelchair lift or ramp inspection shall be performed every 6,000 miles and a detailed preventive maintenance inspection every 24,000 miles. Wheelchair lifts or ramps shall be cycled daily immediately prior to entering revenue service. OEM maintenance standards shall be used.

2.3.9.7 A preventive maintenance air conditioning inspection shall be performed every 6,000 miles, and a detailed preventive maintenance inspection every 24,000 miles. OEM maintenance standards shall be used.

2.3.9.8 Air-conditioning return air filters shall be changed at every inspection, or sooner as needed.

2.3.10 *Fueling, Lubricants and Fluids.* The City shall provide fuel for buses on the Fleet Roster from its own fueling system. Contractor shall be required to have adequate service island supervision to ensure service island personnel maintain buses to OEM requirements. All buses used in Revenue Service shall be serviced daily, as described below, before being placed back into service:

2.3.10.1 All buses shall be fueled and serviced by the Contractor; oil, transmission, coolant levels, and windshield washer fluid checked and urea (Diesel Exhaust Fluid, DEF) is to be added as required. The City has procured buses that use a Urea system for emissions control.

2.3.10.2 The City shall provide fuel and all other fluids required for the operation of the buses in accordance with OEM requirements. Bio-diesel fuel shall be used in the City's buses and shall be in full compliance with all applicable local, state and federal requirements. The City shall file for and retain all fuel tax exemption refunds.

2.3.10.3 The City shall provide the following lubricants and fluids:

- a) Engine oil
- b) Transmission fluid
- c) Hydraulic fluid
- d) Grease
- e) Power steering fluid
- f) Gear lube
- g) Anti-freeze

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- h) Window wash
- i) Vehicle wash detergents and solvents

2.3.10.4 Monthly fluid usage reports shall be provided by the Contractor using the City's fluid management system and shall include information detailing gallons dispensed and miles per gallon for each vehicle as well as year-to-date information.

2.3.10.5 Contractor will use the City's fluid management system which shall provide electronic recording of operating and maintenance data from all City buses equipped with electronic engines, transmissions and future hybrid propulsion systems. The fluid management system shall be capable of recording (at a minimum) miles traveled, engine idle time, and the amount of diesel fuel, engine oil, transmission fluid, Urea (DEF) and engine coolant dispensed to buses at the service lane or during bus preventive maintenance intervals. The system shall provide software for fluid use and inventory reports and shall automatically collect record, compile, transmit, and print data as specified on an independent server.

2.3.11 *City Provided Supplies.* City shall provide at its expense miscellaneous shop supplies, including but not limited to towels, spray lubes, cleaners, adhesives, and miscellaneous fasteners as needed.

2.3.12 *Vehicle Cleaning and Appearance.* Contractor shall be required to ensure that all buses entering Revenue Service fully meet the following standards of cleanliness and professional appearance. City staff may evaluate buses in service or on the ready line for compliance with these requirements.

2.3.12.1 Bus Exterior

- a) All buses in Revenue Service shall be free of body damage and have no missing or unpainted panels
- b) All exterior panels (front, sides, and rear) shall be clean and free of graffiti and/or etchings
- c) All exterior windows shall be clean and free of significant damage, graffiti, and/or etchings
- d) All wheels and rims shall be completely clean. Existing aluminum wheels shall not be painted under any circumstance

2.3.12.2 Bus Interior

- a) Side and ceiling panels shall be clean and free of significant damage, dust, dirt, graffiti, stickers, gum, and/or etchings
- b) Windows shall be clean and free of significant damage, dust, dirt, graffiti, stickers, gum, and/or etchings
- c) Floors shall be clean and free of foreign objects, significant damage, dust, dirt, graffiti, stickers, gum, trash, etchings, and/or liquid residue or stains

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- d) Handrails and window frames shall be clean and free of all dust, dirt, damage, graffiti, stickers, gum, and/or etchings and handrails shall be wiped down daily with an antibacterial/virus solution.
- e) Operator's compartment, dash, and floor area shall be clean, well kept, and free of dust, dirt, damage, graffiti, stickers, gum, trash, etchings, and/or liquid residue or stains
- f) Light fixtures shall be clean and operable at all times and free of dust, dirt, damage, graffiti, stickers, gum, trash, or etchings;
- g) All passenger and operator seats shall be clean and free of dust, dirt, damage, graffiti, stickers, gum, trash, excessive wear, or tears in fabric. The Contractor shall replace seat covers that are worn or cannot be professionally repaired using materials that are identical in design and color to those materials being replaced.

2.3.13 *Body Work.* Contractor shall provide all minor bus body repair work, decaling, and painting. All body work and painting shall be performed to industry best standards or the City's specifications, including dings, dents, cracked glass, and major scratches to any surface of a bus.

2.3.13.1 The City or its designated representative may perform random, unannounced inspections of the buses and overall body condition. All non-safety defects noted by the City or Contractor shall be fully repaired within five days. Contractor shall document these body inspections and such documentation shall be made available for the City to review at any time.

2.3.13.2 Any visible body damage to buses that can be seen from a distance of 8 feet or more from the bus shall be repaired within five days. The repair of body damage to Fleet Roster vehicles shall be a priority for the Contractor.

2.3.14 *Service Calls.* Contractor shall maintain accurate records of all Service Calls whether the bus is changed-out or repaired upon return.

2.3.14.1 Each Service Call shall be listed by category. At a minimum, all categories required for NTD reporting shall be used. A repair order shall be made for every Service Call, regardless whether any defect is found. Such records shall be maintained in the maintenance file for that bus.

2.3.14.2 Contractor shall provide as part of its proposal for Support Equipment a minimum of one maintenance service vehicle for use in analyzing and resolving service interruptions in the field.

2.3.15 *Mechanic Training.* Contractor shall ensure that mechanics are sufficiently trained to perform all repairs including warranty repairs to all components of buses and that they are knowledgeable of the workplace safety requirements necessary to ensure the safe completion of all repairs. The City will include in all new bus purchases a sufficient training program to provide Contractor's maintenance staff with an acceptable level of proficiency. Contractor shall provide all additional training for any maintenance personnel assigned to work on the Contract including any replacement personnel not previously trained by Contractor or the City under a

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new bus purchase program. Contractor shall maintain a listing of all trained personnel and the level of training and certification each individual has received.

2.3.16 Maintenance Software. The City shall provide all maintenance software including diagnostics, programming, and maintenance tracking. The City shall be responsible for maintenance of the system to include the components and the software.

2.3.16.1 Performance Tracking. Contractor shall use the City's fleet management software (JD Edwards) to track the performance of the city owned vehicles. The City shall provide initial training (i.e. Train-the-Trainer) in the use of such software. In the event the software undergoes significant changes, additional training will be provided as may be necessary. Contractor shall be responsible for training all new employees.

2.3.16.2 Work Stations. The City shall provide the necessary work stations and related hardware required for the operation of the maintenance software systems and for probing farebox equipment.

- a) City will provide three laptop work stations for the maintenance shop area and one laptop workstation available for use in the office.
- b) City policy requires that all information and programs stored on work stations provided by the City shall relate only to the Contract. All data collected and stored on City-provided work stations is the property of the City and remains with the City at the end of the Contract.
- c) Contractor is responsible for providing its own Support Equipment for any proprietary work to be done in connection with this Contract.

2.3.16.3 Maintenance Data. The City's maintenance software system at a minimum provides the following data which is to be entered and maintained by Contractor:

- a) Work Order Information (number, bus number, dates and mileage, mechanic ID, labor, parts, fluids, reference to outside repairs, core exchanges)
- b) Fleet inventory
- c) Bus Mileage (Contractor shall cite source for this information.)
- d) Service calls
- e) Any bus work history or activity pertaining to any City assets
- f) Labor hours
- g) Preventive maintenance inspections by time, hours or miles
- h) Defect tracking
- i) Warranty

The Contractor's proposal shall contain a description of their experience with fleet maintenance software systems and how they have used such systems.

2.3.16.4 Fuel Management. The City's performance tracking software, JD Edwards, integrates Fuel Master, the City's fuel management software. All vehicles on the Fleet Roster contain a fuel ring that provides a unique identifier for each vehicle at the pump.

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2.3.17 Transition between contractors

2.3.17.1 Contractor shall receive each City bus after the bus has been thoroughly inspected by the City, the current contractor and the Contractor selected through this RFP process.

2.3.17.2 If a bus to be used for this Contract will transition from the current contractor to a new Contractor, only one inspection and one re-inspection per bus will be conducted.

2.3.17.3 The City or its designated representative, the current contractor, and the Contractor selected through this RFP process will jointly inspect the transitioning buses prior to the transition date, with all identified and agreed to safety and running repairs corrected by the current contractor prior to the transition date.

2.3.17.4 All parties involved shall be required to inspect, take responsibility for, and insure vehicles as early as 25 days prior to the scheduled transition of services under this Contract.

2.3.17.5 Dispute Resolution Procedure. The dispute resolution processes set forth in PART 6.7 shall apply to disputes arising under this PART.

2.3.18 *Unrestricted Access.* At all times during the Contract period, the City, State of Minnesota, and FTA or their respective designated representatives shall have immediate and unrestricted access to all buses and all maintenance records during planned or unannounced visits or inspections of the facilities. This includes total access to any electronic program, software, or system(s) which maintain any records (present or historical) for City assets supplied under this Contract.

2.3.19 *Buses Out of Service.* During the Contract period, the City or its designee shall upon inspection have, in the sole discretion of the City, the authority to place out of service any bus for any safety-related reason until repairs are completed to ensure such bus is safe for service. Such action does not relieve Contractor's obligation to provide service under the terms of the Contract.

2.3.20 *Warranty Administration.* The City owned buses, as listed on the Fleet Roster at PART 1.5 herein, have various levels of warranty coverage in effect. The successful Contractor will be required to submit a plan within 60 days after award of the Contract for properly identifying assets under warranty, and a plan for obtaining maximum warranty coverage, especially in regard to crediting the City for warranty reimbursement.

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2.3.21 Defects

2.3.21.1 Defects related to safety. Safety equipment and components are those defined in Federal Motor Carrier Safety Regulations (FMCSR), Part 393: Parts and Accessories Necessary for Safe Operation. The City may at its sole discretion determine that equipment and components not expressly identified in FMCSR Part 393 are safety related. No bus shall be released for or operated in Revenue Service with any safety defects. Release of a bus with one or more safety defects into Revenue Service may be grounds for Contract cancellation.

2.3.21.2 Defects not related to safety. All non-safety defects or deficiencies shall be corrected within five days of the inspection identifying the defect, whether by Contractor or the City.

2.3.22 *City Initiatives*. Contractor shall provide full support for all City-sponsored initiatives related to the City's public transit service. e.g. Contractor may provide expertise or experience from other ITS projects under its management in order to support and improve the City's implementation of ITS technology.

2.4 FACILITY AND STORAGE

2.4.1 *General Requirements*. Contractor shall occupy the City-owned Transit Operations Center located at 4300 East River Road, Rochester, Minnesota 55906 for operator's management, operation, dispatching, maintenance, and bus storage. No part of the fixed-route transit operation shall be performed at another location without explicit City approval.

2.4.2 *Administrative Offices; Communications*. The City's Transit Operations Center provides at a minimum the following administrative office space detailed herein:

- a) Management Office space
- b) Dispatch
- c) Driver (Swing) room
- d) Training/Conference Room
- e) Lost and Found secured storage area
- f) Employee lockers, mailboxes, and restrooms

2.4.2.1 Phone and Internet Services. The City shall provide the following:

2.4.2.1.1 Internet. All management personnel should have Internet access. The City will provide adequate Internet capability, in the City's sole discretion, to support the needs of the service.

2.4.2.1.2 Email. Contractor shall establish email addresses for all management personnel.

2.4.2.1.3 Telephone. City shall provide phone service to key management positions.

2.4.2.1.4 Public Telephone Number. City shall maintain a telephone service with an adequate number of lines with a unique telephone number provided by the City

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for incoming public transit calls. The telephone number shall be the property of the City and transferred to any future awarded contractor. The public transit telephone number shall be used for all customer inquiries regarding service information, service delays, lost and found or other issues. Contractor shall provide staff to answer calls at all times service is being provided. At all other times, a recording listing hours of service and directing callers to the City's website for information shall be provided.

- i. Contractor shall describe how all incoming and outbound calls from the public phone number will be monitored and tracked.
- ii. Contractor shall include a description of policies and goals relating to number of rings before answer, call duration times, customer hold times, and levels of abandoned and/or missed calls.

2.4.2.1.5 Cellular service. Contractor shall at its own expense provide cellular service for, at a minimum, all management personnel and provide such numbers to the City's Transit Manager.

2.4.2.2 Fare Collection Room. The Facility will have a secure separate room for fare box vault storage. Access to this room shall be restricted to only those staff whose job requires access. The farebox collections shall be in accordance with procedures defined by the City. The vaults will be picked up by a City designated armored car service for transport. The armored car service shall also return the empty vaults.

2.4.3 *Maintenance Building*. The City's Facility provides the following areas:

- a) Maintenance bays with vehicle lifts and lube/fluid stations
- b) Parts and tire storage areas
- c) Engine wash
- d) Shop manager's office
- e) Mechanic locker room and lunch area
- f) Electronics and other work areas

2.4.3.1 Bus Wash. The Facility has a bus wash system capable of sufficiently cleaning the buses. Any bus operated in Revenue Service shall be washed in the automated bus wash, or by a third party contractor, at least once every 48 hours. In addition, the City facility is equipped with an engine steam cleaning bay. Engines shall be steamed cleaned at each preventive maintenance interval.

2.4.3.2 Maintenance Bays. The City's Facility has eight maintenance bays for the entire transit operation: six maintenance bays accommodate vehicles up to 45', one oversized maintenance bay would accommodate vehicles up to 60', and one oversized steam-cleaning bay would accommodate vehicles up to 60'.

2.4.4 *Safety/Security Plan*. The successful Contractor will be required to submit a safety/security plan for operations within 60 days after award. The plan shall be subject to City approval and shall address policies, procedures, access, and the management of information. The City's buses

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are equipped with Safety Vision video/audio systems. The City's facility is equipped with an access control system, security cameras, and video recorders, fencing and lighting.

2.4.5 Employee Parking. The City's facility provides adequate parking for all Contractor employees in a designated area. The City maintains this parking lot.

2.4.6 Fueling. The successful Contractor will be required to submit for City approval a fueling plan within 60 days after the Contract is awarded. The plan must indicate how buses and vehicles will be fueled at the City's facility. The City will provide fueling equipment and fuel including a urea station.

2.4.7 Indoor Storage of City Buses. All buses on the Fleet Roster (see PART 1.5) must be stored indoors when not in service.

2.4.8 Mechanic-owned Tools. The City Facility has space for such tools, including mechanic-owned tool boxes.

2.4.9 Facility Maintenance

2.4.9.2 Contractor Responsibilities. Contractor shall be responsible for daily cleaning and janitorial services in the offices, dispatch and drivers areas, restrooms and storage rooms including sweeping, mopping, dusting, wiping, emptying of garbage/refuse containers. Contractor shall be responsible for immediate cleanup of spills in all areas under lease.

2.4.9.3 City Responsibilities. City shall provide for periodic sweeping and scrubbing of the bus storage area, bus wash and maintenance areas. The City shall provide for snow removal, grounds maintenance, and maintenance and repair of the structures including roofs, windows, doors, vehicle lifts, HVAC, and lighting and shop equipment as provided.

2.4.10 Facility Lease. City and the successful Contractor shall enter a lease for use of the facility substantially in the form of the Lease attached to this RFP as Attachment O.

2.5 DATA GATHERING AND REPORTING REQUIREMENTS

2.5.1 Performance Reporting. Contractor shall collect data as required and provide monthly statements showing a comparison of the transit system's past performance to the current performance as required by the City. The City will provide data for past years performance, if available. The report types specified in PART 2.5.5 are minimums. Contractor shall work with the City to develop a mutually acceptable reporting format for any system performance reporting. The reports should be provided within 20 days after the end of each month, except where noted.

2.5.2 City Requirements. Contractor shall provide all information and reports as required and will permit access to books, records, subcontracts, accounts, other sources of information, and

facilities as may be requested by the City. Complete and updated copies of all such records shall be maintained on the premises at the City.

2.5.3 Changes. The City reserves the right to add to, modify, or delete reports that are required herein.

2.5.4 Record Retention. Contractor shall retain all financial books, records, and other documents relevant to the Contract for seven years after final payment or until after resolution of any audit inquiries, whichever is longer. Federal, state, or city auditors and any other persons duly authorized by the City shall have full access to, and the right to examine, copy, and make use of any and all said materials. Complete and updated copies of all such records shall be maintained on the premises at the City.

2.5.5. Service Reports. The following reports shall be required:

2.5.5.1 Service Provision Report. Contractor shall be required to submit a daily service provision report by 5:00 p.m. on the following day. The contents of the report shall be at the discretion of the City, but, at a minimum, the report shall indicate total and Revenue Hours and Revenue Miles, Vehicle Hours and Vehicle Miles, total passengers, total wheelchair passengers, bike loadings, service interruptions, Missed trips (and time lost), and fare collection equipment failures by route and duration.

2.5.5.2 Accident Reports. Accident reports shall be delivered or transmitted to the City within 24) hours of the occurrence. In the event of critical accidents/incidents that involve fatalities, serious injuries, felonies, or media attention, City staff shall be notified immediately. If necessary, Contractor must conduct a DOT Post-Accident Test. Contractor is required to provide a DVD of all camera views (if the bus is so equipped) of any and all accidents involving City vehicles and/or passengers on City buses.

2.5.5.3 Monthly Electronic Reports. Contractor must complete and transmit to City staff electronic reports, which shall comprise all operational, performance, and financial data no later than the 20th day of the following month.

2.5.5.4 National Transit Database (NTD) Safety and Security Data. Contractor must submit the required data to City staff no later than 10 days after the end of each month.

2.5.5.4.1 Contractor is responsible for remaining up to date on the FTA's NTD Safety and Security requirements.

2.5.5.4.2 Contractor is required on an annual basis at the end of the City's fiscal year to provide a breakdown by percentage of the expenses attributed to the following categories: General Administration, Vehicle Operations, Vehicle Maintenance, and Non-Vehicle Maintenance. Contractor must submit the required data to City staff no later than 45 days after the end the City's fiscal year.

2.5.5.4.3 The successful Contractor will provide, within 60 days of award of the Contract, a Percentage Breakdown of Expenses Report based on the hourly rate bid in the Cost Proposal.

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2.5.5.5. Daily Activity Report. Contractor's field supervisors shall complete and submit a daily activity report stating, e.g., where they were located, who they talked to, complaints they addressed, accidents they handled, and other like information.

2.5.5.6 Complaint Report. Provide a copy of all complaints received directly by Contractor (through drivers, dispatch, or other staff) from riders and any members of the public.

2.5.5.7 Commendation Report. Provide a list of commendations received directly by Contractor from riders and any member of the public as well as any suggestions for improved service.

2.5.5.8 Maintenance Report. Summarize the maintenance activities by vehicle, date, and odometer performed throughout the month, e.g. amount of oil, transmission fluid, and fuel used, number and types of preventative maintenance performed during the month, and warranty work showing date and miles of such activities.

2.5.5.9. Down Bus Report. On a weekly basis Contractor should provide a report listing the unit number, mileage, repair needed, and expected return to service date for buses that are taken out of service for repairs.

2.5.5.10 DBE Participation Reports. Contractor shall provide reports of the total amount paid to DBE subcontractors working on the Contract in order to measure compliance with the City's DBE participation goal. Any discrepancies must be noted and explained. Reports shall be submitted monthly and at the close of the Contract. See Attachment P and Q.

2.5.5.11 Other Reports. The Contractor shall provide other data and information about the Contract service as reasonably requested by the City.

2.5.6 *Summary of Required Reports.* Contractor shall provide the following reports at the frequencies noted or upon the City's request:

Report	Frequency	Description
Accident and Incident	Per occurrence	Copy of written police reports and/or Contractor Report within 24 hours of occurrence
Service Provision	Daily	Summary report of service provided that includes revenue hours, miles and passengers; vehicle hours and miles; service interruptions, missed service, and time lost; fare collection equipment failures by route and duration, w/c lift & ramp failures
Pass Fare Collection/Revenue	Monthly	Pass Revenue collected by type

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Disruption of Service/ Missed Trips	Within 1 hour	Disruption of service or missed trip.
Ridership	Monthly	Passengers by fare category; ridership by route on trip by trip basis to determine peak and off-peak utilization
Customer Relations	Monthly	Customer contacts by type and route
On-Time Performance + Overtime (OT)	Monthly	By route and by bus operator
Safety and Security	Monthly	Vehicle and passenger accidents; security incidents (NTD categories and definitions apply)
Road Calls	Monthly	Details by vehicle number and route; type and description of any event requiring off-site maintenance personnel intervention
Mileage and Hours	Monthly	Scheduled revenue miles and revenue hours; actual revenue miles and revenue hours; actual vehicle miles and hours; deadhead miles and hours; missed revenue miles and revenue hours, total revenue miles and hours; non-revenue vehicle miles and hours (e.g., training, events, etc.) by route
Vehicle Repairs and Condition Report	Monthly	By vehicle, summary of major component work, current status of major components, preventive maintenance intervals (PMI) completed, fuel and fluids consumption
Down Vehicle Report	Weekly	By vehicle, by day with description of problem
Employee Turnover	Monthly	Number of employees, reason for turnover by category, employee turnover ratio
New Employees	Monthly	Name of employee and position held
Facility Report	Immediately/ Monthly	Spills of hazardous material or facility damage shall be reported immediately to the General Manager and the City. All facility related incidents shall be summarized in a monthly report
Drug and Alcohol	Quarterly	FTA drug and alcohol management information system (MIS) Report
Field Supervisors	Daily	Locations, contacts, complaints, accidents, incidents, etc.
Percentage Breakdown of Expenses by Category	Annually	Breakdown by the following NTD categories: General Administration, Vehicle Operations, Vehicle Maintenance, Non-Vehicle Maintenance
DBE Report (F-3)	Monthly	Documents monthly amount paid to DBE subcontractors
DBE Report (F-4)	Close of Contract	Documents total amount paid to DBE subcontractors

2.5.7. National Transit Data Compliance. The City shall have responsibility for complying with National Transit Data reporting as required by the U.S. DOT Federal Transit Administration including random sampling of passenger loads. City shall have the right to board all City transit buses and conduct such passenger counts as it deems necessary to accomplish this task.

2.6 OPERATING REQUIREMENTS AND STANDARDS

2.6.1 *Supervision.* Contractor shall provide continuous daily road supervision at a level and scope sufficient to professionally manage all services. Functions should include the monitoring of schedule adherence, on-street operation, on-route compliance, proper implementation of City/Contractor policies and procedures, compliance investigations, and interacting with transit passengers and the public. Supervision shall be present at all times when services are scheduled to operate. The City reserves the right to monitor and evaluate all services and operations at its discretion and to provide similar investigations and adherence checks of its own without notice, to ensure Contractor's compliance with terms of the Contract. Contractor shall submit as part of its proposal a description of how it intends to meet or exceed the requirements defined herein.

2.6.1.1 Supervision under this Part shall include proactive management to ensure that reliable transit services are provided, service interruptions are prevented and minimized, and bus operators are properly supported in carrying out their duties.

2.6.1.2 Specific functions include, but are not limited to, evaluating On-time performance and headway compliance; identifying solutions to minimize service disruptions or delays in order to ensure proper headways are maintained; and responding to and investigating accidents and passenger/resident complaints.

2.6.1.3 Minimum Supervision Levels. At a minimum, the Contractor shall deploy professional supervision for each service type in accordance with the requirements stipulated below:

- a) Local Bus Service. Service supervision shall be provided based on Contractor's expertise. Contractor shall provide as part of its proposal a written service supervision plan and their proposed ratio of supervisors to quantity of buses. The function of this supervision is to be geared as much toward passenger relations and assistance as it is toward ensuring smooth Contract operations.
- b) Fleet Support. Road supervision shall be properly equipped and trained to top off fluids on any City bus in Revenue Service in an effort to maintain schedule adherence and prevent a Service Call when possible.

2.6.2 *ADA Passengers and Service Interruptions.* When ADA eligible passengers requiring a lift or ramp are stranded due to bus service interruptions or other legally recognized causes, the Contractor shall be required to propose a process within 60 days of award pursuant to which they will provide an effective rescue system that is ADA compliant.

2.6.2.1 Contractor shall provide as part of its proposal for Support Equipment a minimum of one accessible service vehicle for use in resolving any ADA passenger issues.

2.6.2.2 Contractor shall document all ADA passenger assistance calls including location, time of initial call, time of pickup, and any comments. Incidents shall be included in each day's Service Provision Report.

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2.6.2.3 Contractor shall ensure and provide documented evidence that all operators, supervisors, dispatchers, and transit security staff have received classroom training on rescue procedures.

2.6.3 *Wheelchair Lift and Ramp Failures/Kneeling System.* At a minimum, Contractor shall have a system of daily cycling and regular maintenance checks for wheelchair ramps/lifts and the kneeling system on all equipped buses that is sufficient to ensure that the ramps/lifts and other systems described are operative. Bus operators shall report immediately any failure of a lift/ramp or kneeling system to operate in service. When wheelchair ramp/lift failure or a failure of the kneeling system is experienced on a bus in Revenue Service, the Contractor shall meet the following requirements:

2.6.3.1 If the failure occurs on a route where the headway is greater than 30 minutes, Contractor is required to provide prompt alternative service. The bus shall be removed from service before the beginning of the next Service Day if the equipment is not repaired. The equipment shall be repaired before the bus is returned to service. In the event that there is no spare bus available and the Contractor would be required to reduce service to repair the equipment, the Contractor may keep the bus with the inoperable system(s) in service for no more than 3 days. All wheelchair lift and ramp failures and all kneeling system failures are to be included in Service Provision Reports.

2.6.4 *Route and Schedule Planning.*

2.6.4.1 The City is responsible for route and schedule planning for services under this Contract. The City will work with Contractor to develop schedules for the routes to be operated. The City is responsible for the editing and printing of the system route schedules. Contractor shall assist in proofing the schedule.

2.6.4.2 Contractor is responsible to deploy all schedules within 48 hours of delivery on all City buses. Contractor is responsible for maintaining adequate schedule quantities on board all City buses at all times throughout daily revenue service. Contractor shall post all notices of service and fare changes as directed by the City.

2.6.5 *Managing Service Delays and Interruptions.* Contractor shall be required to implement and continually improve policies, strategies, and procedures to prevent, monitor, and mitigate service delays and interruptions in excess of 10 minutes, regardless of cause. Contractor is required to provide a plan for the tactical development of these and any other strategies suggested for preventing and mitigating service delays and interruptions. Contractor shall take appropriate steps to ensure the published schedules and headways are maintained. Contractor shall be expected to collaborate on an ongoing basis with the City on potential strategies for preventing and mitigating service delays and interruptions.

2.6.6 *Fare Collection Recovery and Equipment Maintenance.* Contractor is required to properly train all operators on fare policy and fare collection equipment operations. Bus operators are

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required to enforce the fare policy with appropriate judgment. Bus operators are not to engage in disputes with passengers over the fare requirement. Inoperable fare collection equipment is not to be placed in Revenue Service and Contractor shall be required to immediately repair or remove from service any bus with inoperable fare collection equipment. A bus with inoperable fare collection equipment may be kept in service only if there are no spare buses available for replacement. However, the Contractor shall reimburse the City for lost revenue, which shall be calculated from historical data.

2.6.7 Accidents/Incidents Notification Requirement; Complaint Procedures. Accidents are defined per the Federal Motor Carrier Safety Regulations, Part 390.5 “Definitions.” Contractor shall report to the City on a monthly basis any major safety and security incidents, as well as any non-major safety and security incidents. (Note that this level of reporting exceeds thresholds outlined in the National Transit Database Safety and Security Reporting Manual.) Contractor shall immediately notify City of any major safety and security incidents.

2.6.7.1 Contractor shall develop, implement, and maintain formal procedures, subject to the City’s approval, for responses to accidents, incidents, service interruptions, and complaints, including, but not limited to: bus accidents, passenger injuries, passenger disturbances or complaints, in service bus failures, lift or ramp failures of buses in service, and buses operating more than 8 minutes behind schedule.

2.6.7.2 All traffic accidents involving City buses, irrespective of injury, shall be reported to the local police and then to the City. Contractor shall request that the law enforcement agency respond to investigate the accident. Contractor shall supply the City with copies of all accident reports and incident reports.

2.6.8 No Unattended Buses. Operators shall not leave a bus unattended while it is in Revenue Service, unless it is properly secured and dispatch is notified.

2.7 CONTRACTED SERVICE PERSONNEL

2.7.1 Organization Disclaimer. Any Contract resulting from this RFP process is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the Contract. The parties agree that no persons supplied by Contractor in the performance of Contractor’s obligations under the Contract are considered to be City employees and that no right of City civil service, retirement, or personnel rules accrue to such persons. Contractor shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workers compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the City harmless with respect thereto.

2.7.2 Proposed Organizational Structure of Key Staff. Contractor shall submit with its RFP proposal a proposed staffing plan with an organizational chart that depicts all personnel proposed to be utilized in the service of this Contract, including both fixed route and paratransit services.

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Contractors need not propose separate management personnel for fixed route and paratransit operations, but the City will consider the credentials and experiences in each area of the various individuals named in the proposal. The staffing plan/organizational chart shall indicate titles, filled positions, and number of vacancies to be filled. The plan shall identify by management position the individual candidates including credentials and experience.

2.7.2.1 No Vacancies in Key Positions. At no time during the Contract shall any of the following positions identified in PART 2.7.2.2 be vacant. In the event of any of the following's planned departure, the Contractor shall ensure a qualified replacement that meets the qualifications stated herein and is permanently on-site prior to the departure. Otherwise, Contractor shall assign a corporate officer to oversee the job responsibilities on-site until a qualified replacement is retained and in place. Any replacement of such personnel will require City approval.

2.7.2.2 Position Guidelines. Contractor is free to suggest staffing with sufficient justifications in its proposal. If the job structure responsibilities differ from the duties as specified below, Contractor shall list the different duties with an explanation for each. Contractor shall submit the anticipated percentage of time each of the listed personnel will be devoted to the services of the City as detailed in this Contract. Contractor is assumed to be able to carry out all responsibilities and activities as required by the Contract.

The positions listed below are provided as a guideline for providing the services described in this RFP:

2.7.2.2.1 General Manager. Contractor shall provide project management through a General Manager at a level and capability sufficient to oversee its functions and employees and subject to City approval. These functions include but are not limited to:

- a) Ensuring all performance goals are met.
- b) Effective operations design, scheduling, and management.
- c) Maintaining an adequate and competently staffed organization.
- d) Providing proper fleet maintenance.
- e) Effective quality assurance for all divisions.
- f) Complete and accurate data collection, compilation, analysis, and reporting as required by law and the Contract
- g) Compliance with FTA and other federal, state, and local regulatory requirements.
- h) Effective environmental compliance and sustainability management.
- i) Professional response to comments and concerns of passengers and the general public.
- j) Effective response to specific requests for other assistance as the need arises.
- k) Attending public meetings at the City's request.

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General Manager shall have the ability to make decisions as required and shall not have to frequently refer to upper management for decisions. General Manager shall oversee the employees of the Contractor and monitor operational activities associated with this scope of work. General Manager shall be responsible to the City for the safe, reliable, and effective supply of all work referenced in this scope of work. General Manager shall supervise the daily work activities of all operators, supervisors, dispatchers, maintenance workers, and other personnel necessary to support system operations. General Manager shall work cooperatively with the City and be accountable for all substantive matters pertaining to the provision of transit services as provided under this Contract. General Manager shall be available for the operations/maintenance facility during normal business hours (typically Monday-Friday, 8:00 a.m.-5:00 p.m.) and at other times as situations dictate (e.g. emergencies).

2.7.2.2.2 Maintenance Manager. Contractor shall provide maintenance management through a Maintenance Manager at a level and capability sufficient to oversee its functions and employees. These functions include but are not limited to:

- a) Ensuring all maintenance performance goals is met.
- b) Proper and timely preventative and corrective maintenance.
- c) Effective quality assurance on maintenance functions and outcomes
- d) Maintaining a fully staffed and competent maintenance division.
- e) Complete data collection, compilation, analysis, and reporting as required by law and the Contract
- f) Compliance with FTA and other federal, state, and local regulatory requirements
- g) Effective environmental compliance and sustainability management
- h) Effective operability and performance of all supporting sub-systems and components
- i) Maintaining fuel efficiency.
- j) Providing a clean, comfortable, and safe fleet.
- k) Professional response to comments and concerns of passengers and the general public.
- l) Effective response to specific requests for other assistance as the need arises.
- m) Attending meetings at the City's request.

Maintenance Manager shall oversee fleet maintenance functions and employees. Maintenance Manager shall be responsible to the General Manager and the City for the proper maintenance and reliable provision of all services herein. Maintenance Manager shall supervise the daily activities of all mechanics, parts clerks, bus washers, fuelers, fare collection equipment technicians, and other related staff. Maintenance Manager shall work cooperatively with the City and be accountable for all substantive matters pertaining to fleet and associated equipment maintenance as provided under this Contract. Maintenance Manager shall be available for the operations/maintenance facility during normal business

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hours (typically Monday-Friday, 8:00 a.m.-5:00 p.m.) and at other times as situations dictate (e.g. emergencies).

2.7.2.2.3 Operations Manager. Contractor shall provide operations management through an Operations Manager at a level and capability sufficient to oversee its functions and employees. These functions include but are not limited to:

- a) Ensuring all operational performance goals is met
- b) Effective operations design, system scheduling, and management
- c) Effective quality assurance
- d) Providing the highest quality passenger and resident service
- e) Preventing and mitigating service delays, interruptions, and accidents
- f) Complete data collection, compilation, analysis, and reporting as required by law and the Contract
- g) Managing compliance with FTA and other federal, state, and local regulatory requirements
- h) Knowledge, preparedness, and professionalism of all operating personnel
- i) Professional and effective response to comments and concerns of passengers and the general public
- j) Responding to specific requests for other assistance as the need arises
- k) Attending meetings at the City's request

Operations Manager shall oversee the operations division and employees. Operations Manager shall be responsible to the General Manager and the City for the safe and reliable provision of all services referenced herein. Operations Manager shall supervise the daily activities of all operators, supervisors, dispatchers, and other operationally-focused personnel. Operations Manager shall work cooperatively with the City and be accountable for all substantive matters pertaining to the provision of transit services as provided under this Contract. Operations Manager shall be available for the operations/maintenance facility during normal business hours (typically Monday-Friday, 8:00 a.m.-5:00 p.m.) and at other times as situations dictate (e.g. emergencies).

2.7.2.2.4 Additional Management Staff. Contractor shall ensure there is adequate staffing to oversee HR functions, safety, and training.

2.7.3 *Dedication to Contract.* All positions noted above shall be dedicated to this Contract in accordance with the Contractors' staffing plan which is to be submitted with its RFP response. This plan shall identify any positions that are shared with other operations of the Contractor and the percent of time that position will be dedicated to the City's transit program.

2.7.4 *Maintenance Staff.* As part of the maintenance plan submitted in response to this RFP, Contractors are required to submit an organizational chart for the maintenance department. A narrative shall be provided explaining how the organizational structure, its functions, personnel distribution, and numbers of positions (e.g., A mechanics, B mechanics, C mechanics, parts clerk, service writers, bus cleaners, and fare collection equipment system technicians) best meets the maintenance needs of the Fleet Roster.

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2.7.5 Operations Staff. As part of the transit service operating plan submitted in response to this RFP, Contractors are required to submit an organizational chart for the operations department. A narrative shall be provided explaining how the organizational structure, its functions, personnel distribution, and numbers of positions (e.g., supervisors, dispatchers, drivers, etc.) best meets the operating needs and service expectations.

2.7.6 Training Staff. In response to this RFP, Contractors are required to submit an organizational chart for the training department. A narrative shall be provided explaining how the organizational structure, its functions, personnel distribution, and numbers of positions (e.g., classroom trainers, behind-the-wheel trainers, assistants) shall yield professionally trained and educated bus operators.

2.7.7. Professional Development and Education. The successful Contractor will be required to provide a Professional Development and Education Plan for all employees in the organization within 60 days after award. The plan shall focus on (1) improving the safety, competency, professionalism, and innovation with which the City's transit service is provided, and (2) providing opportunities for individual employee professional development.

2.7.8 Workforce Qualifications. Contractor shall warrant that all persons assigned by it to the performance of duties under this Contract shall be employees of the Contractor (or specified subcontractor) and shall be fully qualified to perform the work required. Contractor shall include a similar provision in any contract with any subcontractor selected to perform work under this Contract. Failure of the Contractor to provide qualified staffing at the level required by the proposal specifications may result in termination of this contract and/or damages.

2.8 MINIMUM QUALIFICATIONS FOR EMPLOYMENT

2.8.1 Citizenship. All employees shall be citizens of the United States or legally authorized to work in the United States.

2.8.2 Hiring and Selection. Contractors shall submit a detailed description of their requirements for hiring and retaining all personnel and specifically, bus operators within 60 days of award. This description shall include qualifications for hire, minimum requirements for maintaining operator eligibility for driving, compliance with all FTA requirements and applicable local laws, and training requirements. Contractor's proposals shall include the methodology to be used for conducting background checks on all employees. The following is the City's minimum requirements for bus operators. Contractors are encouraged to submit their operator minimum requirements in their proposal should they differ from the following:

2.8.2.1 Ensure that employees comply with FTA Alcohol and Drug Testing Regulations for testing including: pre-employment, reasonable cause, return to duty, post accident, and random. Current FTA requirements call for annual random testing of twenty-five percent (25%) of safety sensitive employees for illegal drug use and annual random testing of ten percent (10%) percent of safety-sensitive employees for alcohol misuse.

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Contractor shall conform to 49 C.F.R. Part 655 and shall adjust annual random testing rates accordingly based on amended federal requirements.

2.8.2.2 Contractor shall submit a copy of their Drug and Alcohol policies and procedures with its RFP response.

2.8.3 *Qualifications for Operators.* The position of a bus operator is a complex one. It requires a diverse range of skills to safely operate large and technically-advanced passenger vehicles as well as interact with and serve a multitude of people in a professional manner. As the City has high standards for the transit services it provides, it must necessarily have similarly high standards for the individuals who operate this service and represent the City. To this end, Contractor shall conduct background checks as may be prescribed by the City on each employee as a condition of receiving access to City facilities. Further, the City requires bus operators and all those who may, in the course of their duties, operate a bus such as maintenance staff or utility/service island workers meet the following qualifications:

- a) Be at least 21 years of age.
- b) Full or part time employee of the Contractor
- c) Able to effectively read, write, and speak English.
- d) Have and display sensitivity to passenger needs.
- e) Able to handle complaints and operational problems as required on a daily basis in a calm, courteous, and professional manner.
- f) Pass a biannual Federal Department of Transportation physical exam and a comprehensive drug screen as required by FTA regulations.
- g) Hold a valid commercial driver's license (CDL) for the past three years. A minimum three year driving record is required if an applicant has had a valid CDL for only three years. For applicants with a valid CDL for at least five years, a five year driving record is required. Contractor shall review a five year record issued within the past 45 days from any state where the applicant has held a CDL in the past five years. When a five year record is unavailable, a three year driving record shall be obtained.
- h) Driving record shall not contain any of the following:
 - (1) Three or more moving violations in the past five years. The first Driving Safety Course taken as a result of a moving violation that appears on a five year driving record will not be treated as a moving violation and will not count against the record. All additional Driving Safety Courses that appear on a five year driving record will be treated as moving violations and will count against the record.
 - (2) Two or more accidents, including accidents for which no citation was issued, in the past five years.
 - (3) Any conviction of a serious traffic violation (e.g. DUI, driving with a suspended license) in the past seven years, and two or more such convictions of a serious traffic violation at any time.
 - (4) Two or more violations for failing to produce proof of liability insurance within a five-year period.
- i) Criminal record shall not contain any of the following:

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- (1) Any conviction or deferred adjudication within the past 10 years for any felony or any drug-related offense.
- (2) Any conviction or deferred adjudication within the past 10 years for any theft, assault, or other conviction for any offense that conflicts with the duties of the position.
- (3) Any conviction or deferred adjudication at any time for any offense of a serious nature (e.g. homicide, sexual assault of any degree) that conflicts with the duties of the position.

2.8.4 *Qualifications for non-Operator safety-sensitive positions.* Any other employee who may, through the course of that employee's duties, have contact with the public is subject to the requirements of PART 2.8.3.j herein.

2.8.5 *Periodic Reviews.* Contractor shall conduct reviews of driving records and background checks at least twice a year to ensure that the preceding qualifications set forth in this Part are still met by all employees. Employees failing to meet these qualifications shall not be used to perform services under this Contract. Contractor shall identify the person within the organization who shall insure all of Contractor's employees are properly licensed at all times.

2.9 UNIFORM SPECIFICATIONS AND APPEARANCE STANDARDS

2.9.1 *Dress Code.* The dress code and uniform policy is intended to communicate a singular and professional image to the public. Not just the uniform itself, but its appearance is a signal to the public regarding the professionalism of the City and the Contractor. It is one of the most outwardly visible signs that the public uses to evaluate the transit system's professionalism, reliability, user-friendliness, comfort, and safety. Success in presenting a positive and professional image fosters the public's pride in the transit system. At a minimum, operators are to be provided a uniform consisting of dress shirts, slacks, socks, shoes and outer coat. Shirt, outer coat, and any cap worn by an Operator shall include a City-approved system logo. Only uniforms items approved by the City are allowed.

2.9.1.1 *Safety.* Considerations for operator and rider safety shall be applied to all dress code components.

2.9.1.2 The successful Contractor will be required to provide a proposed dress code and sample uniform within 60 days of award of the Contract and prior to start of operations for bus operators for approval by the City.

2.9.2 *Identification.* Contractor shall supply every operator and all employees of Contractor an Identification/Security badge to be worn visibly while on City property, including buses.

2.9.3 *Operator's Area.* Contractor shall be responsible for making operators aware of, and proactively enforcing, their responsibility to maintain the entire operator area and passenger cabin in a clean and professional condition:

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2.9.3.1 All operators' personal items shall be properly stowed out of sight of passengers.

2.9.3.2 Operators shall not consume food or open-lid beverages while the bus is in Revenue Service. Food and beverages may only be consumed at designated layover points at the end of the line. Operators may bring only beverage containers on board the bus that are of the closed lid variety.

2.9.3.3. Operator's area shall be free of trash at all times. Contractor shall ensure that all buses are equipped with small trash bins and recycling bins. At the end of every trip, the operator shall be required to inspect the interior of the bus and shall transfer any trash or recyclable material from the passenger area to the on-board trash or recycle bin. If operator deems any material to be hazardous, the operator shall request assistance with clean-up as needed or secure a bus replacement.

2.9.3.4 The forward dash area near the front windshield shall never be used as a storage space for materials of any kind.

2.9.3.5 Contractor shall be responsible for ensuring that bus operators do not use personal cell phones or any other personal media device while operating a bus.

2.10 FARE COLLECTION

Contractor's proposal shall include a method for proper accounting, reconciling, recording and depositing of fare revenue and the segregation and control methods to ensure proper security of City revenue. Fares collected are the property of the City from the moment the bus operator accepts payment. Fare regulation and policy is provided by the City. Money received from the sale of passes and fares shall not be comingled. Contractor shall make a separate accounting for fixed-route and paratransit funds.

2.10.1 *Passes*. The City shall be responsible for the printing and numbering of all passes. Passes shall be consigned to the Contractor for resale to the public and other entities. All fares from the resale of passes collected by the Contractor shall be deposited into a designated City bank account within 24 hours of being collected. Contractor shall account for and reimburse any shortages.

2.10.2 *On-board Fare Collection*. See Attachment M.

2.11 PAYMENT PROCESSING AND TIMEFRAME

Contractors should the following information into consideration in developing responses to this RFP:

- a) Contractor shall submit monthly invoices for contracted services to City's Department of Public Works (DPW) within 15 Business Days following the last day of each month.
- b) DPW verifies invoices amounts according to the rates specified in the Contract.
- c) DPW submits invoices to the City's Department of Finance within 10 days of an accurate invoice acceptable to the City.

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- d) The City's Department of Finance processes payments within 20 days after receiving invoices from DPW.
- e) Department of Finance sends electronic payment to Contractor. No payment will be made by paper check.

2.12 LIQUIDATED DAMAGES

Contractor and City shall agree on a method for calculating Contractor's On-time Performance. Beginning 90 days after the commencement date of the Contract, the following may be imposed by the City, in its sole discretion, on the Contractor:

2.12.1. *On-time Monthly Standard.* If the Contractor fails to achieve 95% On-time performance in any particular month of the Contract according to reported and verified data, the City shall assess an amount up to \$1000 for each such occurrence. If the failure to meet the 95% On-time performance is due to unforeseeable events not under the control of the Contractor as determined by the City in its sole discretion, such assessment may be reduced or not imposed.

2.12.2 *Missed trip.* For every Missed trip, the City shall assess an amount up to four times the cost of that trip on that route at the rate as of January 1 of each year of the Contract.

2.12.3 *Failed Follow-Up Safety Inspection.* In the event a bus fails a follow-up safety inspection conducted by the State, the City shall assess an amount up to \$400 per day beginning on the date of the failure of the State follow-up inspection and continuing until the bus has been certified as compliant by the State.

2.12.4 *Service Disruption.* For any failure to report a service disruption exceeding one hour in duration, the City shall assess an amount up to \$400 per occurrence.

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PART 3 Paratransit Performance Requirements

- 3.0 Definitions
- 3.1 Comparison to PART 2 of this RFP
- 3.2 Performance Requirements
- 3.3 Detailed Service Description
- 3.4 Maintenance Plan and Program
- 3.5 Facility and Storage
- 3.6. Data Gathering and Reporting Requirements
- 3.7 Operating Requirements and Standards
- 3.8 Additional Service Classification
- 3.9 Contracted Service Personnel
- 3.10 Employee Minimum Qualifications
- 3.11 Uniform Specification and Appearance Standards
- 3.12 Fare Collection
- 3.13 Payment Processing and Timeframe
- 3.14 Liquidated Damages

3.0 DEFINITIONS

As used in this Part, the following terms have the meanings defined herein:

ADA. The federal guidelines as stated in the Americans with Disabilities Act of 1990 as amended.

Adequate, Appropriate, Proper, Sufficient. These terms or variations thereof as used throughout this RFP mean performing work or duties in accordance with the standards and requirements generally accepted as standards in the transit industry. Those same words converted to a negative would mean performing work or duties or failing to do so in a manner that is not generally acceptable in the transit industry.

Daily Operating Requirements. The personnel and other resources needed to meet the requirements of paratransit requirements of the Contract.

Door-to-Door. Assistance for the User by the vehicle operator from inside the door of the User's origin to inside the door of the User's destination.

Early. Refers to a trip that arrives at the pick-up location prior to the beginning of the Time Window.

Eligible User or User. A person who has been certified by the City using criteria as defined in Attachment I-2.

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Late. A trip that arrives at the pick-up location after the end of the Time Window.

Missed. A trip that does not arrive at the location or arrives at the location more than 30 minutes after the end of the Time Window.

Modes. All paratransit services including ADA vehicles, taxis, and wheelchair accessible vans.

No-Show. When a vehicle is On-time for a pick-up but the User decides not to board the vehicle or is not present at the address listed on the manifest, and has not canceled the ride within the timeframe specified in the ZIPS Operating Policy and Guidelines (Attachment I-1).

Personal Care Attendant or PCA. An assistant to a User who has indicated such a need in the User's application and who rides without charge when accompanying the User.

On-time. A trip where the vehicle arrives at the pick-up location within the Time Window.

Original Equipment Manufacturer or OEM. A part that was made by a company that is a subcontractor to the vehicle manufacturer.

Revenue Vehicle Hours. Billable time under the Contract; starts when a vehicle arrives at the first User pick-up and ends with the last User drop-off.

Taxi. Services offered by private taxi companies. These services are performed in two specific manners for ZIPS:

Extended Taxi. The use of taxis for providing evening and weekend trips when, due to low demand or for other reasons, it is more cost effective to purchase service by the ride than by Vehicle Hour.

Service Area. An area including the City and the four surrounding townships (Rochester, Cascade, Marion, and Haverhill). Attachment J.

Service Disruption. Any event that causes a delay of 30 minutes or greater in the movement of a Revenue Vehicle scheduled to be in service, e.g. breakdown, accident, or any other incident causing delay in service such that the Revenue Vehicle is unfit or unavailable for passenger service.

Supplemental Taxi. The temporary augmentation of regular ZIPS vehicle service with Taxi service to handle unexpected increases in demand.

Time Window. The period of the allowable deviation from the scheduled passenger pick-up time, defined in minutes. The scheduled passenger pick-up time is the time appearing on a Manifest indicated to the passenger for pick up. The allowable deviation is from ten minutes prior to ten

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minutes after the scheduled passenger pick-up time stated on the Manifest (e.g. for an 8:00 a.m. pick-up, the vehicle is On-Time if it arrives for the scheduled pick-up between 7:50 a.m. and 8:10 a.m.). The Time Window is also referred to as the 10-10 minute window.

Urban Zone. The portion of the Service Area within the boundaries of the City.

3.1 COMPARISON TO PART 2 OF THIS RFP

See PART 1.3.2 herein for a general description of the services. While much of the language in this Part aligns with the requirements stated in PART 2, Contractors are instructed to compare PART 2 with PART 3 carefully to ascertain the differences between Fixed Route service and Paratransit service. The Proposals must differ accordingly.

This Performance requirement section references items required with the RFP response and additional items that the successful Contractor will be required to submit within 60 days after the award of the Contract. See PART 9.4.

3.2 PERFORMANCE REQUIREMENTS

3.2.1 Performance Standards. Contractor shall be evaluated according to whether Contractor's On-time Performance ("OTP") meets the Daily Operating Requirements of the service. Contractor shall maintain at least a 90% OTP standard for provision of service under this Part of the Contract. In order to determine whether the 90% OTP standard is being met, each trip will be judged as Early, On-time, or Late. The exception to these requirements will be documented traffic delays or other matters beyond the ability of vehicle operator to correct.

3.2.1.1 Calculations. OTP shall be determined based on the number of On-time arrivals divided by the total number of pick-ups.

3.2.2 Reporting Requirements. Contractor shall document the scheduled pick-up time and the actual pick-up time, highlighting pickup times that do not fall within the Time Window. Contractor shall provide written monthly performance reports to the City. Contractor shall work with the City to establish the format of such reports.

3.2.2.1 Liquidated Damages may be assessed as set forth in PART 3.14 herein for each month in which Contractor fails to meet or exceed the 90% OTP standard for all Modes.

3.2.2.2 Annual Review. The City and the Contractor shall review OTP standards on an annual basis to mutually agree on standards for the following year.

3.2.3 Safe and Secure Operations. Contractor shall make every effort to maintain service, without compromising safety, during major snowstorms and similar inclement weather. Contractor shall be expected to participate in and support emergency situations as declared by the City, including emergency drills that may be conducted during the term of the Contract. Contractor shall be reimbursed for vehicle time based on the current rate in the Price Proposal.

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3.2.4 Legal Compliance; Drug Free Workplace. Contractor shall comply with all applicable requirements, rules, and regulations of the Occupational Safety and Health Administration (OSHA), and all other federal, state and local safety laws, regulations, permits, codes, and other ordinances.

Contractor shall provide a drug free workplace in accordance with the requirements of the drug-free workplace act. Contractor shall comply with the FTA requirements of 49 C.F.R., Pts. 40 and 655. See www.gpoaccess.gov/cfr. Contractor shall supply a copy of its Drug and Alcohol Procedures Policy with its response to this RFP. Contractor shall perform post-accident drug and alcohol tests in accordance with 49 C.F.R., Pt. 655 and report the results to the City, with the official accident report, within 24 hours of the accident. The Contractor shall include a copy of their Drug and Alcohol Policy and Procedures with their proposal. If the Contractor is proposing sub-contractors as part of its proposal, a copy of each subcontractor's Drug & Alcohol procedures are to be included as part of the proposal.

3.2.5 Data Security. Refer to Attachment I-9 for requirements on data practices relating to confidentiality and security.

3.2.6 Maintenance. Contractor shall perform regularly scheduled preventive maintenance to the vehicles at pre-established intervals in accordance with the standards and schedules of the Original Equipment Manufacturer ("OEM") of the vehicles as supplemented by the standards and schedules of equipment suppliers for systems installed on the vehicle and the requirements of the State of Minnesota and Federal Transit Administration.

3.2.6.1 Certification and Licensing. Contractor shall supply to the City a copy of its current certification and licensing from the State of Minnesota – Motor Carrier. If Contractor is proposing subcontractors as part of its proposal, any such subcontractor's certification and licensing shall be included and may act as the official document for paratransit service. Proposals lacking a current certification and licensing from the State of Minnesota – Motor Carrier will be considered non-responsive.

3.2.6.2 Maintenance Plan. Contractor shall provide a maintenance plan based on the City's vehicle fleet. The maintenance plan shall indicate the time or mileage intervals (including over and under margins) when Contractor inspections and preventive maintenance shall be performed. The time or mileage interval listed in the proposal shall not change during the course of the Contract without prior written approval of the City.

3.2.6.3 Proposal Submittal Requirements (See PART 9).

- (a) Contractor shall provide the City with an example of its regularly scheduled preventive maintenance (PM) policies and procedures, inspection forms, and schedules with its proposal.
- (b) Successful Contractor will be required to provide a PM plan specific to City's fleet within 60 Days after the award of the Contract.

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3.2.7 Performance Assessment; Inspections. Contractor shall maintain all buses and vehicles on the Fleet Roster (including all vehicles used for either fixed route service or paratransit service) at all times in accordance with State regulations and OEM requirements throughout the term of the Contract.

3.2.7.1 Inspections. Upon inspection by the State, at least 95% of all vehicles must pass State inspection with no defects that would require the vehicle to be held out of service. If a defect can be repaired and re-inspected on the same day without the unavailability of that vehicle resulting in a Missed trip, that vehicle will not be considered held out of service. Contractor shall supply to the City a copy of all State inspection records within 24 hours.

3.2.7.2 Review of Records; Observations. The City shall have the right to review all State inspection results and records to verify compliance and reserves the right to employ at City expense a qualified third-party vehicle inspector to observe inspections.

3.2.7.3 95% Pass Rate Requirement for Inspections. In the event the inspection pass rate falls below 95%, Contractor shall be required to complete repairs and take all necessary steps to expedite re-inspections by the State sufficient to exceed the 95% pass rate. Failure to meet or exceed the 95% pass rate will result in the assessment of liquidated damages as set forth in PART 3.14 herein.

3.2.7.4 Assessment for Contract Compliance. For the purposes of assessing Contract compliance, a minimum 90% inspection pass rate shall apply monthly, corresponding to the period for which compensation by the Contractor is requested. If the Contractor fails to achieve a minimum 90% inspection pass rate during a six-month period, City reserves the right, in addition to the assessment of liquidated damages as set forth in PART 3.14 herein, to take the following actions:

First six-month period:	Notice of Opportunity to Cure, identifying need for corrective action.
Second consecutive six-month period:	Notice of Contract Default.
Third consecutive six-month period:	Termination for Cause

For purposes of this Performance Assessment, a six-month period begins on each January 1 and ends on June 30 and the next six-month period begins on each July 1 and ends on December 31. If any extension of the Contract results in the Contractor's operation of the service for a period of less than six months, the Performance Assessment will be pro-rated accordingly. Prior to any action taken in accordance with PART 3.2.7, the City shall inform the Contractor and request an explanation, if any. The City reserves the right to determine whether to strictly enforce Contract terms. Any waiver by the City of any right of enforcement shall not constitute a waiver of future enforcement rights.

3.2.8 Efficiency Requirements. Contractor shall be evaluated by the City in meeting the efficiency requirements of the service under this Contract based on passengers per revenue vehicle hour (PPRVH).

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3.2.8.1 Calculations, Minimum Standard, Goal. PPRVH shall be calculated based on total passengers carried by all Modes divided by the total revenue vehicle hours of all Modes. The PPRVH minimum standard for 2017 shall be 2.5 and the PPRVH goal for 2017 shall be 2.8.

3.2.8.2 Liquidated Damages, Incentives. Liquidated damages shall be applied for each month where Contractor fails to meet the minimum PPRVH standard for all Modes as set forth in PART 3.14 herein. An incentive opportunity shall be offered for each month in which Contractor meets or exceeds the PPRVH goal for all Modes: Contractor shall show a two percent (2%) surcharge on the service charges for months where the PPRVH meets or exceeds the annual goal.

3.2.8.3 Review. The City and Contractor shall review the PPRVH performance on an annual basis to mutually agree on the goals for the following year.

3.2.9 *STS Certification*. The Contractor shall be certified as a Special Transportation Service (STS) provider in the State of Minnesota at the time this Contract is awarded. If Contractor is proposing subcontractors as part of its proposal, any such subcontractor's certification and licensing shall be included and may act as the official document for paratransit service.

3.2.10 *Communications and Intelligent Transportation Systems ("ITS")*. The City shall provide an 800 MHZ radio system to the Contractor at the City's expense.

3.2.11 *Marketing, Public Relations, and Advertising*. Contractor shall provide support and assistance to the City in all marketing ventures and promotional activities and shall provide management assistance to the City in this regard in terms of manpower, distribution of materials, and providing accurate, courteous information on City Paratransit promotions. The City shall develop plans and materials. Contractor shall provide and install postings or notices for short term or temporary service interruptions or changes. All materials provided to the Contractor for posting are to be posted within 24 hours of receipt or on the designated release date.

3.2.11.1 Contractor shall maintain the name of the service visibly displayed on the side of each City-owned vehicle that is in service.

3.2.11.2 Service Applications. Contractor shall have applications for service available on all vehicles at all times. City shall have responsibility to (a) provide application blanks; (b) process all applications, certifying individuals as eligible for service; and (c) issue identification numbers certifying Users as eligible. Contractor shall, if requested by the individual, act as agent for the City in collecting applications and transmitting them to the City.

3.2.11.3 Advertising. Contractor agrees to provide access to advertising vendors under contract to the City for purpose of installing and maintaining advertising signs on the exterior and interior of City owned vehicles. Revenues from advertising shall be paid

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from vendors to the City. Contractor shall not have authority to advertise on or in City owned vehicles.

3.2.12 *Transition Planning*. Contractor shall submit, as part of its proposal, a transition plan for operating the City's paratransit service, operations, and maintenance. The plan shall include a description of the facility planned to house the ZIPS service. The plan shall show the relocation and assignment of personnel and functions.

3.3 DETAILED SERVICE DESCRIPTION

The full detailed service information for ZIPS Dial-A-Ride can be found in Attachment I-1 in PART 9. Additional information is also available at PART 1.9 herein and at www.rpride.com. Excerpts are provided here for ease of reference.

3.3.1 *References*. Information is available on the web at:
www.rochestermn.gov/departments/public-transportation/zips-paratransit-service.

3.3.2 *Service Area*. Contractor shall provide service within an area including the City and four surrounding townships to include Haverhill, Cascade, Rochester and Marion. The ZIPS service area is subject to change as directed by the City and based on any expansion of its fixed route vehicle service, e.g. a fixed route is extended to the boundary of one of the existing townships, it is possible that the ZIPS service would extend into another township by the $\frac{3}{4}$ of a mile requirement of the ADA.

3.3.2.1 Attachment J is a map of the current service area.

3.3.3 Operating Hours

3.3.3.1 Service shall commence at 5:30 a.m. on January 2, 2017 and extends through the term of the Contract as identified in PART 1 of this RFP.

3.3.3.2 Users may schedule trips for pick-up between 5:30 a.m. and 10:30 p.m. Monday-Friday and from 6:00 a.m. until 7:00 p.m. on Saturdays. Service is currently not available on Holidays. Contractors should be aware that changes to regular route transit service are currently under consideration for service hours that may extend hours and include Sunday and Holiday service. Any changes to the RFP requirements shall be provided to Contractors as stated in this RFP.

3.3.3.3 Paratransit service hours shall match regular route transit vehicle service per the ADA and are subject to change as determined by the City.

RFP PART 3**3.4 MAINTENANCE PLAN AND PROGRAM**

3.4.1 *Contractor Responsibility.* Contractor shall be solely responsible for the proper maintenance (both preventive and corrective) of the entire Fleet Roster. Maintenance shall be performed in accordance with OEM recommendations so as to ensure reliable transit service delivery, professional image, minimal service interruptions, and maximum fleet availability. Contractor shall comply with all of the regulations published by the Federal Motor Carrier Safety Administration and the Federal Transit Administration (“FTA”) applicable to passenger transit operations and fleet maintenance. All vehicles shall be maintained in a state of good repair by the Contractor and shall be able to pass a State inspection at any time.

3.4.1.1 Adherence to preventive maintenance schedules shall not be regarded as reasonable cause for deferred maintenance and repair in specific instances where the Contractor’s employees observe that maintenance and repair is needed in advance of schedule

3.4.2 *Maintenance Staffing.* Contractor shall provide and maintain a suitable qualified mechanic-to-fleet ratio for the service described herein. Contractor shall submit proposed staffing levels, mechanic-to-fleet ratio and all appropriate justifications with its proposal.

3.4.3 *FTA Maintenance Plan.* FTA Circular 9030.1C, FTA Circular 5010.1D and FTA Master Agreement requires each recipient of federal funding to have a current written maintenance plan for its federally funded rolling stock. Sub-recipients, and by extension their contractors, shall be held to these same standards.

3.4.3.1 See the following resources:

www.fta.dot.gov/laws/circulars/leg_reg_11492.html
www.fta.dot.gov/laws/circulars/leg_reg_11492.html
www.fta.dot.gov/laws/circulars/leg_reg_8640.html
www.fta.dot.gov/funding/apply/grants_financing_10645.html

3.4.3.2 Contractor is required to have and follow a formal written plan for maintaining the City’s transit vehicles and supporting equipment. An effective maintenance plan and program addresses the unique needs of each type of transit vehicle and the unique characteristics of each operating environment. At a minimum, the plan and program shall:

- Identify and define goals and objectives and how they are achieved;
- Address the current mix of vehicles;
- Address the cleaning of vehicles;
- Outline procedures for maintaining accessibility equipment;
- Describe preventive maintenance procedures and intervals;
- Describe the procedures for reporting defects and repairs;
- Describe the procedures for major repairs and warranty claim processing;
- Adhere to or exceed manufacturer’s requirements for vehicles under warranty;
- Be updated to account for industry changes;

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- Describe preventive maintenance procedures for all supporting equipment provided by the City;
- Address records management;
- Describe quality assurance and control procedures;
- Provide key personnel that the City may contact regarding maintenance matters;
- Include the OEM maintenance manuals as references;
- Provide a description of the maintenance procedures and timeframe of preventive maintenance for all vehicles used for Extended and Supplemental service;

3.4.3.3 Contractor shall perform regularly scheduled preventive maintenance to the vehicles at pre-established intervals in accordance with the standards and schedules of the Original Equipment Manufacturer (OEM) of the vehicles as supplemented by the standards and schedules of equipment suppliers for systems installed on the vehicle and the requirements of the State of Minnesota.

3.4.3.4 Contractor shall notify the City in writing of any changes to the maintenance plan.

3.4.3.5 The successful Contractor will be required to submit detailed Maintenance Policies and Procedures within 60 days of award. This requirement cannot be satisfied simply by submitting OEM manuals.

3.4.4 *Vehicle Condition and Maintenance*

3.4.4.1 Records. Contractor shall be responsible for all vehicle maintenance, and shall maintain accurate records using the City's fleet maintenance software. Supporting document files shall be maintained by the Contractor by vehicle number. The supporting document files will be used as back-up to the information within the fleet maintenance software and for official governmental inspections such as the FTA triennial review. The maintenance records shall be the property of and be furnished to the City upon request. All maintenance records shall be kept at the facility where the vehicles are maintained.

3.4.4.2 Maintenance and Repairs. Contractor shall be required to perform all routine preventive maintenance, heavy repair, running repairs, warranty repairs, body work of any type, and major and minor cleaning necessary to keep the entire Fleet Roster in compliance with OEM requirements and the City's written instructions. Contractor shall also assure that all on-board systems are fully functional and operational. No work may be subcontracted without the City's explicit prior approval. A list of any and all subcontractors contemplated for use in this work is to be submitted with proposal for City approval.

3.4.4.3 Vehicle Condition. Contractor shall be solely responsible to maintain the entire Fleet Roster in the same operating condition and appearance in which the vehicles are received at the commencement of the Contract, subject to reasonable wear and tear based on mileage and age.

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3.4.5 General Maintenance Standards. Contractor shall adhere to the following standards for general maintenance:

3.4.5.1 All components of the vehicle bodies, accessories, chassis, and any additional equipment on the vehicles, (e.g. lifts, destination signs etc.) shall be maintained in accordance with OEM requirements and undamaged condition at all times. Repairs (including body, glass, and all vehicle accessories) shall be made expeditiously (not to exceed five days), unless the defect would affect safety or passenger comfort or have a significant effect on appearance, in which case the repair shall be made before the vehicle is put back in service.

3.4.5.2 Heating and air-conditioning (HVAC) systems shall be maintained to ensure that passenger compartments are comfortably maintained under all climatic conditions at all times.

3.4.5.2.1 Contractor shall maintain the air conditioning systems in good operating condition at all times, regardless of climatic conditions.

3.4.5.2.2 City shall provide an air conditioning recovery unit.

3.4.5.3 Between May 1 and September 30, Contractor shall not place into service, or allow to remain in service, vehicles with non-functioning air conditioning systems. Air conditioning systems shall be able to maintain a minimum 20° F temperature differential (to ambient) at all times.

3.4.5.4 All mechanical, electrical, air, and hydraulic systems, shall be maintained in accordance with OEM requirements and are to be in good working condition at all times.

3.4.5.4.1 City shall provide battery chargers.

3.4.5.5 Contractor shall perform fluid analysis in accordance with OEM or City requirements and shall provide copies to the City of all fluid analysis test reports. In addition, Contractor shall comply with all recommendations of fluid analysis results. Documentation from Contractor shall be submitted to the City showing that all repairs have been made in accordance with the fluid analysis reports.

3.4.5.6 Contractor shall perform annual emission/opacity inspections to meet all applicable clean-air standards and maintain all equipment within those standards.

3.4.5.7 Wheelchair ramps, lifts and all ADA applicable items shall be operational at all times when vehicles are in revenue service. Lifts and ramps shall be cycled daily before going into service. Contractor shall perform regular inspections of all wheelchair lifts and ramps per manufacturer recommendations and insure all vehicles are fully ADA compliant.

3.4.5.8 All vehicles placed in Revenue Service shall have fully operational heating systems, air conditioning, wheelchair lifts/ramps, securement devices, flip seats, fare collection system, security cameras (as provided by the City), destination signs, seat belts, lights, brakes, horn, and passenger stop notification systems. In addition, all

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vehicles placed in revenue service shall be free of body damage, have no missing or unpainted panels; with wheels and tires checked nightly for any defects such as flats, curbing, plugs missing and proper minimum tire tread depth of 3/32 inch. All vehicles shall be free of graffiti on the exterior and interiors, have all safety items fully operational; i.e., lights, brakes, horn, tires, wheelchair securement devices, seat belts, etc.

3.4.5.9 Replacement tires are to be OEM quality and shall be provided by the City. Steering axle tires shall not be recapped, re-grooved, or retreaded. Non-steering axle tires may be recapped, regrooved, or retreaded. All wheel lug nuts shall be properly torque. Contractor shall insure that all tires have a minimum tread depth of 3/32 inch in all treads.

3.4.5.10 Operators shall be required to complete and document a pre-trip inspection before entering revenue service. These reports shall be kept on file by Contractor for at least seven years.

3.4.5.11 No vehicle shall be repaired with parts taken from another vehicle for any reason without express prior written consent from the City.

3.4.5.12 All vehicles shall be maintained properly as required by the City and the OEM, and will not put into peril any warranties that may exist on a particular vehicle from the OEM.

3.4.5.13 Contractor is solely responsible for all Service Calls.

3.4.5.14 Contractor shall pursue the purchase and warranty of components and parts to be installed by Contractor's maintenance department or other third party contractor. The purchased replacement parts shall have the same warranty as is provided by manufacturers or certified re-builders in the area. Parts are a City expense.

3.4.5.15 Failure by Contractor to maintain the Fleet Roster as defined by the OEM and City's written instructions may result in the City arranging for repairs at the Contractor's expense.

3.4.5.16 Annual engine maintenance shall be performed as per the engine manufacturer's specifications. All valve settings and engine codes shall be placed on the work order for the City's review.

3.4.5.17 Vehicle mileage shall be taken daily from the odometer; defective or missing odometers shall be replaced immediately.

3.4.5.18 Any vehicle that uses more than the following make-up fluids shall be checked by Contractor and repaired as needed by Contractor.

- a) Engine oil: one quart per one 100 miles.
- b) Transmission fluid: three quarts per month.
- c) Coolant: three quarts per day.

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Contractor shall keep accurate records of the above, by vehicle number.

3.4.5.19 Contractor shall be required to maintain and ensure proper operational condition of all on-board video recording systems (if so equipped). Contractor shall submit, as part of its proposal, a plan for complying with this requirement and the intended utilization of the on-board video system from an operational perspective (i.e. operator training, improvement, and reinforcement). Upon request by the City, Contractor shall download and provide to the City all data requested. City will provide the video recording system readers to the Contractor. All images and recordings are considered the property of the City and will be maintained in accordance with Minnesota law.

3.4.5.20 Any and all damage to any vehicle on the Fleet Roster or to City facilities caused in whole or in part by the negligence of the Contractor or its employees shall be repaired at the Contractor's expense.

3.4.6 *Required Daily Servicing Standards.* Contractor is required to document the completion of the following minimum servicing standards for each operational vehicle on a daily basis:

- a) Fuel vehicle
- b) Check engine oil
- c) Check transmission fluid
- d) Check coolant level
- e) Record vehicle mileage

3.4.7 *Required Pre-Trip Inspections.* Whenever a vehicle is being put into service, Contractor shall perform a pre-trip inspection to ensure that the vehicle is clean and safe prior to its leaving the facility, including a complete cycling of the wheelchair lift/ramp. Pre-trip inspection record shall be retained by Contractor for a minimum of seven years. Inspection procedures and forms shall be reviewed by the City from time to time to ensure compliance with applicable federal, state, and local laws and regulations. Contractor shall submit with its proposal a sample of the vehicle operator pre-trip inspection form or an electronic format meeting State requirements to be used and a detailed explanation of how this form or format will be utilized.

3.4.8 *Parts and Major Repairs.* The City shall provide all parts which shall be ordered through the City's purchasing process. Contractor shall advise the City as to common parts to be inventoried. Contractor is responsible to complete all repairs. Contractor shall correct all deficiencies considered to be "Major Repairs," as defined below:

3.4.8.1 Major Repair work shall be completed in five Business Days from the time it is identified, unless Contractor demonstrates and documents extenuating circumstances justifying a longer repair period. A need for additional time shall be reported to the City.

3.4.8.2 Failure to complete Major Repair work within the aforementioned timeframe, without a demonstrated and documented and accepted justification, will allow the City to seek repair by a third party and deduct any invoice received from Contractor's payment voucher in the following month. The City reserves the right to inspect, either with internal staff or third-party inspector, the quality and appropriateness of all repair work.

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Contractor, at its sole expense, shall complete all additional repairs required by the City, if the City or its designee determines the initial repair work to be substandard or insufficient.

3.4.8.3 Major Repairs include, but are not limited to, the following:

- a) Engine overhauls
- b) Generator overhauls
- c) Traction motor overhauls
- d) Energy storage system removal and replacement
- e) Transmission rebuilding
- f) Differential/rear axle rebuilding
- g) Major body repairs
- h) Other repairs needed so as not to degrade service by the City. City shall designate the same as “Major Repairs” by providing such designation to Contractor in writing.

3.4.8.4 Contractor shall consult with the City in regard to repairs that Contractor maintains must be completed by a third party. Such subcontracted repairs must be pre-approved by the City.

3.4.9 *Preventive Maintenance.* Regular preventive maintenance inspections, conducted in accordance with OEM requirements and the Contractor’s preventative maintenance plan, shall be performed every 4,000 miles.

3.4.9.1 Preventive maintenance will be based on the life miles of the vehicle rather than the hub miles. For example, if the hub is changed, the actual miles may conflict with the previously recorded inspection. Maintenance actions shall be based on time intervals, mileage intervals, or a combination of mileage and time intervals.

3.4.9.2 Each time a vehicle enters a shop for a preventative maintenance inspection, the engine, transmission, radiator, and condensers should be cleaned. Care should be taken that no damage is done to electrical components or connectors during this cleaning.

3.4.9.3 A fluid sample of engine oil shall be taken and sent out for standard oil analysis at each 8,000 mile review. A fluid sample of transmission fluids shall be taken and sent out for analysis at an interval of 24,000 miles. The Contractor shall adhere to recommendations provided by the applicable oil analysis report.

- a) These samples shall be drawn from the filler tubes, not the drains.
- b) All results of the samples taken shall be forwarded to the City.
- c) Any fluid samples found to be out of specifications shall be addressed with corrective repairs to the appropriate vehicle component to ensure asset reliability.
- d) Contractor’s proposal shall provide a detailed explanation of their standard oil analysis program and how that program will comply with the City’s minimum requirements.

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3.4.9.4 Engine oil, oil filter and fuel filter, shall be changed at every 4,000 mile preventative maintenance inspection. Transmission oil and filter shall be changed at 50,000 mile intervals according to OEM recommendations. All oils, transmissions fluids and filters shall be brands approved by the OEM. Gaskets or seals shall be replaced when any filter is replaced or changed.

3.4.9.5 All air cleaners shall be checked every inspection and replaced if necessary. All readings shall be placed on inspection records.

3.4.9.6 A preventive maintenance wheelchair lift or ramp inspection shall be performed every 4,000 miles and a detailed preventive maintenance inspection every 24,000 miles. Wheelchair lifts or ramps shall be cycled daily immediately prior to entering revenue service. OEM maintenance standards shall be used.

3.4.9.7 A preventive maintenance air conditioning inspection shall be performed every 4,000 miles, and a detailed preventive maintenance inspection every 24,000 miles. OEM maintenance standards shall be used.

3.4.10 *Fueling, Lubricants and Fluids.* The City shall provide fuel for vehicles on the Fleet Roster from its own fueling system. Contractor shall be required to have adequate service island supervision to ensure service island personnel maintain vehicles to OEM requirements.

3.4.10.1 All vehicles shall be fueled and serviced by the Contractor; oil, transmission, coolant levels, and windshield washer fluid checked and urea (Diesel Exhaust Fluid, DEF) is to be added as required. The City has procured vehicles that use a Urea system for emissions control.

3.4.10.2 The City shall provide fuel and all other fluids required for the operation of the vehicles in accordance with OEM requirements. Bio-diesel fuel shall be used in the City's vehicles and shall be in full compliance with all applicable local, state and federal requirements. The City shall file for and retain all fuel tax exemption refunds.

3.4.10.3 The City shall provide the following lubricants and fluids:

- a) Engine oil
- b) Transmission fluid
- c) Hydraulic fluid
- d) Grease
- e) Power steering fluid
- f) Gear lube
- g) Anti-freeze
- h) Window wash
- i) Vehicle wash detergents and solvents

3.4.10.4 Monthly fluid usage reports shall be provided by the Contractor using the City's fluid management system and shall include information detailing gallons dispensed and miles per gallon for each vehicle as well as year-to-date information.

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3.4.10.5 Contractor will use the City's fluid management system which shall provide electronic recording of operating and maintenance data from all City vehicles equipped with electronic engines, transmissions and future hybrid propulsion systems. The fluid management system shall be capable of recording (at a minimum) miles traveled, engine idle time, and the amount of diesel fuel, engine oil, transmission fluid, Urea (DEF) and engine coolant dispensed to vehicles at the service lane or during vehicle preventive maintenance intervals. The system shall provide software for fluid use and inventory reports and shall automatically collect record, compile, transmit, and print data as specified on an independent server.

3.4.11 *City Provided Supplies.* City shall provide at its expense miscellaneous shop supplies, including but not limited to towels, spray lubes, cleaners, adhesives, and miscellaneous fasteners as needed.

3.4.12 *Vehicle Cleaning and Appearance.* Contractor shall be required to ensure that all vehicles entering Revenue Service fully meet the following standards of cleanliness and professional appearance. City staff may evaluate vehicles in service or on the ready line for compliance with these requirements.

3.4.12.1 Vehicle Exterior

- a) All vehicles in Revenue Service shall be free of body damage and have no missing or unpainted panels
- b) All exterior panels (front, sides, and rear) shall be clean and free of graffiti and/or etchings
- c) All exterior windows shall be clean and free of significant damage, graffiti, and/or etchings
- d) All wheels and rims shall be completely clean. Existing aluminum wheels shall not be painted under any circumstance

3.4.12.2 Vehicle Interior

- a) Side and ceiling panels shall be clean and free of significant damage, dust, dirt, graffiti, stickers, gum, and/or etchings
- b) Windows shall be clean and free of significant damage, dust, dirt, graffiti, stickers, gum, and/or etchings
- c) Floors shall be clean and free of foreign objects, significant damage, dust, dirt, graffiti, stickers, gum, trash, etchings, and/or liquid residue or stains
- d) Handrails and window frames shall be clean and free of all dust, dirt, damage, graffiti, stickers, gum, and/or etchings and handrails shall be wiped down daily with an antibacterial/virus solution.
- e) Operator's compartment, dash, and floor area shall be clean, well kept, and free of dust, dirt, damage, graffiti, stickers, gum, trash, etchings, and/or liquid residue or stains
- f) Light fixtures shall be clean and operable at all times and free of dust, dirt, damage, graffiti, stickers, gum, trash, or etchings;

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- g) All passenger and operator seats shall be clean and free of dust, dirt, damage, graffiti, stickers, gum, trash, excessive wear, or tears in fabric. The Contractor shall replace seat covers that are worn or cannot be professionally repaired using materials that are identical in design and color to those materials being replaced.

3.4.13 *Body Work.* Contractor shall provide all minor vehicle body repair work, decaling, and painting. All body work and painting shall be performed to industry best standards or the City's specifications, including dings, dents, cracked glass, and major scratches to any surface of a vehicle.

3.4.13.1 The City or its designated representative may perform random, unannounced inspections of the vehicles and overall body condition. All non-safety defects noted by the City or Contractor shall be fully repaired within five days. Contractor shall document these body inspections and such documentation shall be made available for the City to review at any time.

3.4.13.2 Any visible body damage to vehicles that can be seen from a distance of 8 feet or more from the vehicle shall be repaired within five days. The repair of body damage to Fleet Roster vehicles shall be a priority for the Contractor.

3.4.14 *Service Calls.* Contractor shall maintain accurate records of all Service Calls whether the vehicle is changed-out or repaired upon return.

3.4.14.1 Each Service Call shall be listed by category. At a minimum, all categories required for NTD reporting shall be used. A repair order shall be made for every Service Call, regardless whether any defect is found. Such records shall be maintained in the maintenance file for that vehicle.

3.4.14.2 Contractor shall provide as part of its proposal for Support Equipment a minimum of one maintenance service vehicle for use in analyzing and resolving service interruptions in the field.

3.4.15 *Mechanic Training.* Contractor shall ensure that mechanics are sufficiently trained to perform all repairs including warranty repairs to all components of vehicles and that they are knowledgeable of the workplace safety requirements necessary to ensure the safe completion of all repairs. The City will include in all new vehicle purchases a sufficient training program to provide Contractor's maintenance staff with an acceptable level of proficiency. Contractor shall provide all additional training for any maintenance personnel assigned to work on the Contract including any replacement personnel not previously trained by Contractor or the City under a new vehicle purchase program. Contractor shall maintain a listing of all trained personnel and the level of training and certification each individual has received.

3.4.16 *Maintenance Software.* The City shall provide all maintenance software including diagnostics, programming, and maintenance tracking. The City shall be responsible for maintenance of the system to include the components and the software.

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3.4.16.1 Performance Tracking. Contractor shall use the City's fleet management software (JD Edwards) to track the performance of the city owned vehicles. The City shall provide initial training (i.e. Train-the-Trainer) in the use of such software. In the event the software undergoes significant changes, additional training will be provided as may be necessary. Contractor shall be responsible for training all new employees.

3.4.16.2 Work Stations. The City shall provide the necessary workstations and related hardware required for the operation of the maintenance software systems.

- a) City will provide three laptop work stations for the maintenance shop area and one laptop workstation available for use in the office.
- b) City policy requires that all information and programs stored on work stations provided by the City shall relate only to the Contract. All data collected and stored on City-provided work stations is the property of the City and remains with the City at the end of the Contract.
- c) Contractor is responsible for providing its own Support Equipment for any proprietary work to be done in connection with this Contract.

3.4.16.3 Maintenance Data. The City's maintenance software system at a minimum provides the following data which is to be entered and maintained by Contractor:

- a) Work Order Information (number, vehicle number, dates and mileage, mechanic ID, labor, parts, fluids, reference to outside repairs, core exchanges)
- b) Fleet inventory
- c) Vehicle Mileage (Contractor shall cite source for this information.)
- d) Service calls
- e) Any vehicle work history or activity pertaining to any City assets
- f) Labor hours
- g) Preventive maintenance inspections by time, hours or miles
- h) Defect tracking
- i) Warranty

The Contractor's proposal shall contain a description of its experience with fleet maintenance software systems and how they have used such systems.

3.4.16.4 Fuel Management. The City's performance tracking software, JD Edwards, integrates Fuel Master, the City's fuel management software. All vehicles on the Fleet Roster contain a fuel ring that provides a unique identifier for each vehicle at the pump.

3.4.17 Transition between contractors

3.4.17.1 Contractor shall receive each City vehicle after the vehicle has been thoroughly inspected by the City, the current contractor and the Contractor selected through this RFP process.

3.4.17.2 If a vehicle to be used for this Contract will transition from the current contractor to a new Contractor, only one inspection and one re-inspection per vehicle will be conducted.

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3.4.17.3 The City or its designated representative, the current contractor, and the Contractor selected through this RFP process will jointly inspect the transitioning vehicles prior to the transition date, with all identified and agreed to safety and running repairs corrected by the current contractor prior to the transition date.

3.4.17.4 All parties involved shall be required to inspect, take responsibility for, and insure vehicles as early as 25 days prior to the scheduled transition of services under this Contract.

3.4.17.5 Dispute Resolution Procedures. The dispute resolution processes set forth in PART 6.7 shall apply to disputes arising under this PART.

3.4.18 *Unrestricted Access.* At all times during the Contract period, the City, State of Minnesota, and FTA or their respective designated representatives shall have immediate and unrestricted access to all vehicles and all maintenance records during planned or unannounced visits or inspections of the facilities. This includes total access to any electronic program, software, or system(s) which maintain any records (present or historical) for City assets supplied under this Contract.

3.4.19 *Vehicles Out of Service.* During the Contract period, the City or its designee shall upon inspection have, in the sole discretion of the City, the authority to place out of service any vehicle for any safety-related reason until repairs are completed to ensure such vehicle is safe for service. Such action does not relieve Contractor's obligation to provide service under the terms of the Contract.

3.4.20 *Warranty Administration.* The City owned vehicles, as listed on the Fleet Roster at PART 1.5 herein, have various levels of warranty coverage in effect. The successful Contractor will be required to submit a plan within 60 days after award of the Contract for properly identifying assets under warranty, and a plan for obtaining maximum warranty coverage, especially in regard to crediting the City for warranty reimbursement.

3.4.21 *Defects*

3.4.21.1 Defects related to safety. Safety equipment and components are those defined in Federal Motor Carrier Safety Regulations (FMCSR), Part 393: Parts and Accessories Necessary for Safe Operation. The City may at its sole discretion determine that equipment and components not expressly identified in FMCSR Part 393 are safety related. No vehicle shall be released for or operated in Revenue Service with any safety defects. Release of a vehicle with one or more safety defects into Revenue Service may be grounds for Contract cancellation.

3.4.21.2 Defects not related to safety. All non-safety defects or deficiencies shall be corrected within five days of the inspection identifying the defect, whether by Contractor or the City.

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3.4.22 *City Initiatives.* Contractor shall provide full support for all City-sponsored initiatives related to the City's public transit service.

3.5 FACILITY AND STORAGE

3.5.1 *General Requirements.* Contractor shall occupy the City-owned Transit Operations Center located at 4300 East River Road, Rochester, Minnesota 55906 for operator's management, operation, dispatching, maintenance, and bus storage. City has space available at this location to accommodate the entire transit operation, including paratransit, but paratransit operations management, call-in, and dispatch may be located off-site depending on the Contractor and subcontractor arrangement proposed in the RFP.

3.5.2 *Administrative Offices; Communications.* The City's Transit Operations Center provides at a minimum the following administrative office space detailed herein:

- a) Management Office space
- b) Dispatch
- c) Driver (Swing) room
- d) Training/Conference Room
- e) Lost and Found secured storage area
- f) Employee lockers, mailboxes, and restrooms

3.5.2.1 *Phone and Internet Services.* The City shall provide the following on-site at its facility:

- a) Internet. All management personnel should have Internet access. The City will provide adequate Internet capability, in the City's sole discretion, to support the needs of the service. In the event Contractor uses some other site for operations management, call-in, or dispatch, Contractor is responsible for any costs.
- b) Email. Contractor shall establish email addresses for all management personnel. In the event Contractor uses some other site for operations management, call-in, or dispatch, Contractor is responsible for any costs.
- c) Telephone. The City shall provide phone service to key management positions. In the event Contractor uses some other site for operations management, call-in, or dispatch, Contractor is responsible for any costs.
- d) Public Telephone Number. The City shall maintain a telephone service with an adequate number of lines with a unique telephone number provided by the City for incoming public transit calls. The telephone number shall be the property of the City and transferred to any future awarded contractor. The public transit telephone number shall be used for all customer inquiries regarding service information, service delays, lost and found or other issues. Contractor shall provide staff to answer calls at all times service is being provided. At all other times, a recording listing hours of service and directing callers to the City's website for information shall be provided. As part of the proposal, Contractor shall describe how all incoming and outbound calls from the public phone number will be monitored and tracked.

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- e) Cellular service. Contractor shall at its own expense provide cellular service for, at a minimum, all management personnel and provide such numbers to the City's Transit Manager.

3.5.3 Maintenance Building. The City's Facility provides the following areas:

- a) Maintenance bays with vehicle lifts and lube/fluid stations
- b) Parts and tire storage areas
- c) Engine wash
- d) Shop manager's office
- e) Mechanic locker room and lunch area
- f) Electronics and other work areas

3.5.3.1 Bus Wash. The Facility has a bus wash system capable of sufficiently cleaning the buses. Any bus operated in Revenue Service shall be washed in the automated bus wash, or by a third party contractor, at least once every 48 hours. In addition, the City facility is equipped with an engine steam cleaning bay. Engines shall be steamed cleaned at each preventive maintenance interval.

3.5.3.2 Maintenance Bays. The City's Facility has eight maintenance bays for the entire transit operation: six maintenance bays accommodate vehicles up to 45', one oversized maintenance bay would accommodate vehicles up to 60', and one steam-cleaning bay would accommodate vehicles up to 60'.

3.5.4 Safety/Security Plan. The successful Contractor will be required to submit a safety/security plan for operations within 60 days after award. The plan shall be subject to City approval and shall address policies, procedures, access, and the management of information. The City's buses are equipped with Safety Vision 6000 video/audio systems. The City's facility is equipped with an access control system, security cameras, and video recorders, fencing and lighting.

3.5.5 Employee Parking. The City's facility provides adequate parking for all Contractor employees in a designated area. The City maintains this parking lot.

3.5.6 Fueling. The successful Contractor will be required to submit for City approval a fueling plan within 60 days after the Contract is awarded. The plan must indicate how buses and vehicles will be fueled at the City's facility. The City will provide fueling equipment and fuel including a urea station.

3.5.7 Indoor Storage of City Vehicles. All vehicles on the Fleet Roster (see PART 1.5) must be stored indoors when not in service.

3.5.8 Mechanic-owned Tools. The City Facility has space for such tools, including mechanic-owned tool boxes.

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3.5.9 Facility Maintenance

3.5.9.2 Contractor Responsibilities. Contractor shall be responsible for daily cleaning and janitorial services in the offices, dispatch and drivers areas, restrooms and storage rooms including sweeping, mopping, dusting, wiping, emptying of garbage/refuse containers. Contractor shall be responsible for immediate cleanup of spills in all areas under lease.

3.5.9.3 City Responsibilities. City shall provide for periodic sweeping and scrubbing of the bus storage area, bus wash and maintenance areas. The City shall provide for snow removal, grounds maintenance, and maintenance and repair of the structures including roofs, windows, doors, vehicle lifts, HVAC, and lighting and shop equipment as provided.

3.5.10 *Facility Lease*. City and the successful Contractor shall enter a lease for use of the facility substantially in the form of the Lease attached to this RFP as Attachment O.

3.6 DATA GATHERING AND REPORTING REQUIREMENTS

3.6.1 *Performance Reporting*. Contractor shall collect data as required and provide monthly statements showing a comparison of the transit system's past performance to the current performance as required by the City. The City will provide data for past years performance, if available. The report types specified in PART 3.6.5 are minimums. Contractor shall work with the City to develop a mutually acceptable reporting format for any system performance reporting. The reports should be provided within 20 days after the end of each month, except where noted.

3.6.2 *City Requirements*. Contractor shall provide all information and reports as required and will permit access to books, records, subcontracts, accounts, other sources of information, and facilities as may be requested by the City. Complete and updated copies of all such records shall be maintained on the premises at the City.

3.6.3 *Changes*. The City reserves the right to add to, modify, or delete reports that are required herein.

3.6.4 *Record Retention*. Contractor shall retain all financial books, records, and other documents relevant to the Contract for seven years after final payment or until after resolution of any audit inquiries, whichever is longer. Federal, state, or city auditors and any other persons duly authorized by the City shall have full access to, and the right to examine, copy, and make use of any and all said materials. Complete and updated copies of all such records shall be maintained on the premises at the City.

3.6.5. *Service Reports*. The following reports shall be required:

3.6.5.1 Service Provision Report. Contractor shall be required to submit a daily service provision report by 5:00 p.m. on the following day. The contents of the report shall be at the discretion of the City, but, at a minimum, the report shall indicate total and Revenue

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Hours and Revenue Miles, Vehicle Hours and Vehicle Miles, total ambulatory passengers and total wheelchair passengers, Service Disruptions, and Missed trips.

3.6.5.2 Accident Reports. Accident reports shall be delivered or transmitted to the City within 24 hours of the occurrence. In the event of critical accidents/incidents that involve fatalities, serious injuries, felonies, or media attention, City staff shall be notified immediately. If necessary, Contractor must conduct a DOT Post-Accident Test. Contractor is required to provide a DVD of all camera views (if the bus is so equipped) of any and all accidents involving City vehicles and/or passengers on City buses.

3.6.5.3 Monthly Electronic Reports. Contractor must complete and transmit to City staff electronic reports, which shall comprise all operational, performance, and financial data no later than the 20th day of the following month.

3.6.5.4 National Transit Database (NTD) Safety and Security Data. Contractor must submit the required data to City staff no later than 10 days after the end of each month.

3.6.5.4.1 Contractor is responsible for remaining up to date on the FTA's NTD Safety and Security requirements.

3.6.5.4.2 Contractor is required on an annual basis at the end of the City's fiscal year to provide a breakdown by percentage of the expenses attributed to the following categories: General Administration, Vehicle Operations, Vehicle Maintenance, and Non-Vehicle Maintenance. Contractor must submit the required data to City staff no later than 45 days after the end the City's fiscal year.

3.6.5.4.3 The successful Contractor will provide, within 60 days of award of the Contract, a Percentage Breakdown of Expenses Report based on the hourly rate bid in the Cost Proposal.

3.6.5.5. Daily Activity Report. Contractor's field supervisors shall complete and submit a daily activity report stating, e.g., where they were located, who they talked to, complaints they addressed, accidents they handled, and other like information.

3.6.5.6 Complaint Report. Provide a copy of all complaints received directly by Contractor (through drivers, dispatch, or other staff) from riders and any members of the public.

3.6.5.7 Commendation Report. Provide a list of commendations received directly by Contractor from riders and any member of the public as well as any suggestions for improved service.

3.6.5.8 Maintenance Report. Summarize the maintenance activities by vehicle, date, and odometer performed throughout the month, e.g. amount of oil, transmission fluid, and fuel used, number and types of preventative maintenance performed during the month, and warranty work showing date and miles of such activities.

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3.6.5.9. Down Bus Report. On a weekly basis Contractor should provide a report listing the unit number, mileage, repair needed, and expected return to service date for buses that are taken out of service for repairs.

3.6.5.10. Extended Taxi, Van and Supplemental Taxi Service Report. The following reports shall be included in the monthly invoice.

3.6.5.10.1 Contractor shall prepare a statistical report of Extended Taxi rides provided, including the number of minutes of service, miles, trips and User names, origin and destination addresses, number of Users per trip, and the ZIPS ride ticket numbers collected.

3.6.5.10.2 Contractor shall prepare a statistical report of all Supplemental Taxi rides provided, including the number of minutes of service, trips, miles, names of individuals served, origin and destination addresses, number of Users per trip, and the ZIPS ride ticket numbers collected.

3.6.5.11 DBE Participation Reports. Contractor shall provide reports of the total amount paid to DBE subcontractors working on the Contract in order to measure compliance with the City's DBE participation goal. Any discrepancies must be noted and explained. Reports shall be submitted monthly and at the close of the Contract. See Attachments P and Q.

3.6.5.12 Other Reports. Contractor shall provide other data and information about the Contract service as reasonably requested by the City.

3.6.6 *Summary of Required Reports.* Contractor shall provide the following reports at the frequencies noted or upon the City's request:

Report	Frequency	Description
Accident and Incident	Per occurrence	Copy of written police reports and/or Contractor Report within 24 hours of occurrence, including a copy of the post-accident drug test results.
Critical Accident and Incident	Per occurrence	Verbal notification immediately where fatalities, serious injuries, felonies, or media attention occur with a follow-up written report within 24 hours.
Service Provision	Daily	Summary report of service provided that includes revenue hours, miles and passengers; vehicle hours and miles; Service Disruptions, Missed Trips, and w/c lift & ramp failures
Service Disruption/ Missed Trips	Within 1 hour	Disruption of service or missed trip.
Ridership	Monthly	Passengers by mode; ridership by hour to determine peak and off-peak utilization
Customer Relations	Monthly	Customer contacts by type and Operator
On-Time Performance	Monthly	By mode
Overtime	Monthly	By bus operator

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Efficiency	Monthly	The passengers per vehicle revenue hour ratio
Safety and Security	Monthly	Vehicle and passenger accidents; security incidents (NTD categories and definitions apply)
Service Calls	Monthly	Details by vehicle number and route; type and description of any event requiring off-site maintenance personnel intervention
Mileage and Hours	Monthly	Scheduled revenue miles and revenue hours; actual revenue miles and revenue hours; actual vehicle miles and hours; deadhead miles and hours; missed revenue miles and revenue hours, total revenue miles and hours; non-revenue vehicle miles and hours (e.g., training, events, etc.)
Vehicle Repairs and Condition Report	Monthly	By vehicle, summary of major component work, current status of major components, preventive maintenance intervals completed, fuel and fluids consumption
Down Vehicle Report	Weekly	By vehicle, by day with description of problem
Employee Turnover	Monthly	Number of employees, reason for turnover by category, employee turnover ratio
New Employees	Monthly	Name of employee and position held
Extended Taxi, Van and Supplemental Taxi	Monthly	Rides provided, including the number of minutes of service, miles, trips and User names, origin and destination addresses, number of Users per trip, and the ZIPS ride ticket numbers collected.
Drug and Alcohol	Quarterly	FTA drug and alcohol management information system (“MIS”) report
Field Supervisors	Daily	Locations, contacts, complaints, accidents, incidents, etc.
Percentage Breakdown of Expenses by Category	Annually	Breakdown by the following NTD categories: General Administration, Vehicle Operations, Vehicle Maintenance, and Non-Vehicle Maintenance
DBE Report (F-3)	Monthly	Documents monthly amount paid to DBE subcontractors
DBE Report (F-4)	Close of Contract	Documents total amount paid to DBE subcontractors

3.6.7. *National Transit Data Compliance.* The City shall have responsibility for complying with National Transit Data reporting as required by the U.S. DOT Federal Transit Administration including random sampling of passenger loads. City shall have the right to board all City transit buses and conduct such passenger counts as it deems necessary to accomplish this task.

3.7 OPERATING REQUIREMENTS AND STANDARDS

3.7.1 *Operating Policies and Guidelines.* Contractor shall comply with “Operating Policies and Guidelines for ZIPS Dial-A-Ride” as amended, which is, by reference, incorporated into this

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RFP and will be referred to as Attachment I-1. The City reserves the right to modify the following operating policies as needed, in its sole discretion, after consultation with Contractor.

3.7.2 Trip Reservation Procedure

3.7.2.1 Advance Notice. Contractor shall encourage Users to provide the ADA standard of one day advance notice for requests for service. ZIPS Dial-A-Ride service may be reserved from one day before service up to 14 days before service. Contractor shall honor requests for same-day service made less than the Day before in advance as the schedule permits, dependent on schedule openings and cancellations.

3.7.2.2 Contact number. Contractor shall retain the current ZIPS Dial-A-Ride telephone number of (507) 288-8404. Costs of transferring and connecting telephone service shall be the responsibility of the Contractor. Contractor shall be responsible for all costs in maintaining an exclusive ZIPS Dial-A-Ride telephone number. Telephone answering and dispatching services shall be available during all hours the service is in operation, at a minimum.

3.7.2.3 ADA Compliance. Contractor shall adhere to all ADA requirements pertaining to equal access to service.

3.7.3 Trip Subscription Procedure

3.7.3.1 Standing Order. In some instances (e.g. regular trips to a place of employment), it may be most efficient to maintain a standing order for service for a User at a prescribed time and day.

3.7.3.2.1 Cancellations. In instances where a User qualifies for a standing order, daily advance notice is waived and the User need only call the Contractor for cancellations.

3.7.3.2.2 Refer to the Attachment I-1 (Section 4.5) for cancellation standards.

3.7.3.2.3 Contractor is required to follow all ADA requirements with regard to decisions for the number of standing orders provided on any one day of service.

3.7.4 Routing

3.7.4.1 Minimum Efficiency Requirement. Contractor shall design the most cost efficient routes for each day and/or trip by considering the origin and destination of each customer with a reservation for that day.

3.7.4.1.1. The minimum standard for efficiency in 2017 is 2.5 passengers per Vehicle Revenue Hour.

3.7.4.1.2 Failure to maintain the minimum efficiency goal may result in liquidated damages as set forth in PART 3.14 herein.

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3.7.4.2 Contractor shall balance the schedule using the City's dedicated vehicle fleet, taxis and vans. Contractor shall establish subcontracting relationships to maximize the use of various types of transportation options.

3.7.4.3 The estimated annual vehicle hours that will be used for routing during the Contract period are listed in Attachment K.

3.7.5 Vehicle Availability

3.7.5.1 The number of vehicles to be placed in daily service to maintain the service standards of this Contract shall be determined by Contractor with input from the City. At the direction of the City, the number of vehicles assigned on any particular day or particular operating hours may be increased or decreased.

3.7.5.2 Evenings and Saturday service may be operated with taxi or van service as described herein at PART 3.8 herein.

3.7.5.3 Contractor's invoice shall reflect all changes to the daily schedule.

3.7.6 System Capacity Limitations

3.7.6.1 Zero Capacity Restraint. Contractor's goal for the service shall be to maintain a zero capacity constraint for Users requesting service one day before the day of service. All requests shall be met within the constraints of available capacity in terms of seating and scheduling.

3.7.6.2 Service Denials. Users denied service due to capacity constraints will be offered an alternative time or reference to other available services. Contractor shall keep records of all trip denials based on FTA guidelines.

3.7.7 Vehicle Operator Assistance. Operator shall provide Door-to-Door assistance to those Users who request it or to those who show an obvious need of assistance to reach the vehicle or their destination and to board the vehicle.

3.7.8 Vehicle Must Be Kept Within Sight of Operator. Operator must keep the vehicle within his or her sight at all times while the vehicle is in Revenue Service, unless it is properly secured and dispatch is notified. For safety and security reasons, this requirement shall preempt regular Door-to-Door service as set forth in PART 3.7.7 in the event of a conflict between requirements.

3.7.9 In-Vehicle Travel Time. Contractor shall design routes to comply with the City's operating policy that in-vehicle travel time for any User within the Urban Zone shall not exceed 45 minutes. In-vehicle travel time for any User within the four surrounding townships shall not exceed 60 minutes.

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3.7.10 *Vehicle and Passenger Waiting Policy.* Contractor shall be allowed a 20 minute Time Window for each stop. See Attachment I-1.

3.7.11 *Cancellations and No-shows*

3.7.11.1 Cancellations. Users shall be required to contact Contractor to provide one hour notice of cancellation requests.

3.7.11.2 No-shows. If a User fails to provide notice of cancellation for a scheduled trip, that trip shall be designated as a No-show. Contractors shall keep record of No-shows, including the name of the User and the date.

3.7.11.2.1 A User causing 2 No-shows within a 30-day period shall result in a letter from the Contractor explaining the inconvenience caused to other Users and to the service as a whole.

3.7.11.2.2 A User causing 3 No-shows within a 30-day period may result in suspension of the service to the User. Contractor, after consultation with and agreement of the City, shall notify the User of such suspension by letter.

3.7.11.2.3 All correspondence between the Contractor and any User shall be copied to the City.

3.7.12 *Route Changes.* Once a vehicle's route or routes have been established for an operating day, the Operator shall not change the route(s) without approval of dispatch.

3.7.13 *Reporting Incidents and Accidents.* All incidents and accidents shall be reported in writing to the City within 48 hours. Situations involving physical injury or major damage disabling a vehicle shall be reported to the City within two hours.

3.7.13.1 Forms for submitting written reports can be found in Attachment L.

3.7.14 *Supervision.* Contractor shall provide continuous daily road supervision at a level and scope sufficient to professionally manage all services. Functions should include the monitoring of schedule adherence, on-street operation, on-route compliance, proper implementation of City/Contractor policies and procedures, compliance investigations, and interacting with transit passengers and the public. Supervision shall be present at all times when services are scheduled to operate. The City reserves the right to monitor and evaluate all services and operations at its discretion and to provide similar investigations and adherence checks of its own without notice, to ensure Contractor's compliance with terms of the Contract. The Contractor shall submit as part of its proposal a description of how it intends to meet or exceed the requirements defined herein.

3.7.14.1 Supervision under this Part shall include proactive management to ensure that reliable transit services are provided, service interruptions are prevented and minimized, and vehicle operators are properly supported in carrying out their duties.

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3.7.14.2 Specific functions include, but are not limited to, evaluating On-time compliance; identifying solutions to minimize service disruptions or delays in order to ensure proper headways are maintained; and responding to and investigating accidents and passenger/resident complaints.

3.7.14.3 Minimum Supervision Levels. At a minimum, the Contractor shall deploy professional supervision for each service type in accordance with the requirements stipulated below:

- a) Paratransit. Service supervision shall be provided based on Contractor's expertise. Contractor shall provide as part of its Proposal a written service supervision plan and their proposed ratio of supervisors to quantity of vehicle operators. The function of this supervision is to be geared as much toward passenger relations and assistance as it is toward ensuring smooth Contract operations.
- b) Fleet Support. Road supervision shall be properly equipped and trained to top off fluids on any City vehicle in Revenue Service in an effort to maintain schedule adherence and prevent a Service Call when possible.

3.7.14.4 Contractor shall provide as part of its proposal for Support Equipment a minimum of one accessible service vehicle for use in resolving any ADA passenger issues.

3.8 ADDITIONAL SERVICE CLASSIFICATION

See Attachment I-5 and I-61 for a detailed description of the service types listed below. All operating policies and standards per this RFP shall apply to additional services addressed in this PART 3.8 as appropriate.

3.8.1 *Option for Extended Service and Supplemental Service*

3.8.1.1 Extended Taxi and/or van service. The City, at its option, may authorize the use of Extended Taxi and/or van service. Such authorization shall be made by the Rochester Department of Public Works. Any changes in route, pick up locations, or fees shall require prior approval by the City.

3.8.1.2.1 Payment

3.8.1.2.1.1 Payment for Extended Taxi rides shall not exceed the usual metered taxi rates as approved by the City.

3.8.1.2.1.2 Payment for accessible van services shall not exceed the rate charged the general public.

3.8.1.2 Supplemental Taxi Service. The City, at its option, may authorize the use of Supplemental Taxi service in lieu of ZIPS Dial-A-Ride service. Contractor shall select the shortest possible routes and group requests for service in the most economical route. Metered charges shall commence after boarding of the first passenger and end upon the arrival at the last destination. Payment for this service shall not exceed the usual metered taxi rates regardless of the number of passengers carried during the course of the trip.

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Supplemental Taxi service shall be available to all Eligible Users. The City reserves the right to limit the service area for this service.

3.8.2 Subcontracting for Taxi and Accessible Van Services. If Contractor does not provide taxi or accessible van service as part of its usual services, Contractor will arrange for such services with a taxi or accessible van company.

3.9 CONTRACTED SERVICE PERSONNEL

3.9.1 Organization Disclaimer. Any Contract resulting from this RFP process is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the Contract. The parties agree that no persons supplied by Contractor in the performance of Contractor's obligations under the Contract are considered to be City employees and that no right of City civil service, retirement, or personnel rules accrue to such persons. Contractor shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workers compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the City harmless with respect thereto.

3.9.2 Proposed Organizational Structure of Key Staff. Contractor shall submit with its RFP proposal a proposed staffing plan with an organizational chart that depicts all personnel proposed to be utilized in the service of this Contract, including both fixed route and paratransit services. Contractors need not propose separate management personnel for fixed route and paratransit operations, but the City will consider the credentials and experiences in each area of the various individuals named in the proposal. The staffing plan/organizational chart shall indicate titles, filled positions, and number of vacancies to be filled. The plan shall identify by management position the individual candidates including credentials and experience.

3.9.2.1 No Vacancies in Key Positions. At no time during the Contract shall any of the following positions identified in PART 3.9.2.2 be vacant. In the event of any of the following's planned departure, the Contractor shall ensure a qualified replacement that meets the qualifications stated herein and is permanently on-site prior to the departure. Otherwise, Contractor shall assign a corporate officer to oversee the job responsibilities on-site until a qualified replacement is retained and in place. Any replacement of such personnel will require City approval.

3.9.2.2 Position Guidelines. Contractor is free to suggest staffing with sufficient justifications in its proposal. If the job structure responsibilities differ from the duties as specified below, Contractor shall list the different duties with an explanation for each. Contractor shall submit the anticipated percentage of time each of the listed personnel will be devoted to the services of the City as detailed in this Contract. Contractor is assumed to be able to carry out all responsibilities and activities as required by the Contract.

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The positions listed below are provided as a guideline for providing the services described in this RFP:

3.9.2.2.1 General Manager. Contractor shall provide project management through a General Manager at a level and capability sufficient to oversee its functions and employees and subject to City approval. These functions include but are not limited to:

- a) Ensuring all performance goals are met.
- b) Effective operations design, scheduling, and management.
- c) Maintaining an adequate and competently staffed organization.
- d) Providing proper fleet maintenance.
- e) Effective quality assurance for all divisions.
- f) Complete and accurate data collection, compilation, analysis, and reporting as required by law and the Contract
- g) Compliance with FTA and other federal, state, and local regulatory requirements.
- h) Effective environmental compliance and sustainability management.
- i) Professional response to comments and concerns of passengers and the general public.
- j) Effective response to specific requests for other assistance as the need arises.
- k) Attending public meetings at the City's request.
- l) Maintaining a positive employee morale to assure good working conditions.

General Manager shall have the ability to make decisions as required and shall not have to frequently refer to upper management for decisions. General Manager shall oversee the employees of the Contractor and monitor operational activities associated with this scope of work. General Manager shall be responsible to the City for the safe, reliable, and effective supply of all work referenced in this scope of work. General Manager shall supervise the daily work activities of all operators, supervisors, dispatchers, maintenance workers, and other personnel necessary to support system operations. General Manager shall work cooperatively with the City and be accountable for all substantive matters pertaining to the provision of transit services as provided under this Contract. General Manager shall be available for the facility during normal business hours (typically Monday-Friday, 8:00 a.m.-5:00 p.m.) and at other times as situations dictate (e.g. emergencies).

3.9.2.2.2 Maintenance Manager. Contractor shall provide maintenance management through a Maintenance Manager at a level and capability sufficient to oversee its functions and employees. These functions include but are not limited to:

- a) Ensuring all maintenance performance goals is met.
- b) Proper and timely preventative and corrective maintenance.
- c) Effective quality assurance on maintenance functions and outcomes
- d) Maintaining a fully staffed and competent maintenance division.

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- e) Complete data collection, compilation, analysis, and reporting as required by law and the Contract
- f) Compliance with FTA and other federal, state, and local regulatory requirements
- g) Effective environmental compliance and sustainability management
- h) Effective operability and performance of all supporting sub-systems and components
- i) Maintaining fuel efficiency.
- j) Providing a clean, comfortable, and safe fleet.
- k) Professional response to comments and concerns of passengers and the general public.
- l) Effective response to specific requests for other assistance as the need arises.
- m) Attending meetings at the City's request.

Maintenance Manager shall oversee fleet maintenance functions and employees. Maintenance Manager shall be responsible to the General Manager and the City for the proper maintenance and reliable provision of all services herein. Maintenance Manager shall supervise the daily activities of all mechanics, parts clerks, vehicle washers, fuelers, fare collection equipment technicians, and other related staff. Maintenance Manager shall work cooperatively with the City and be accountable for all substantive matters pertaining to fleet and associated equipment maintenance as provided under this Contract. Maintenance Manager shall be available at the facility during normal business hours (typically Monday-Friday, 8:00 a.m.-5:00 p.m.) and at other times as situations dictate (e.g. emergencies).

3.9.2.2.3 Operations Manager. Contractor shall provide operations management through an Operations Manager at a level and capability sufficient to oversee its functions and employees. These functions include but are not limited to:

- a) Ensuring all operational performance goals is met
- b) Effective operations design, system scheduling, and management
- c) Effective quality assurance
- d) Providing the highest quality passenger and resident service
- e) Preventing and mitigating service delays, interruptions, and accidents
- f) Complete data collection, compilation, analysis, and reporting as required by law and the Contract
- g) Managing compliance with FTA and other federal, state, and local regulatory requirements
- h) Knowledge, preparedness, and professionalism of all operating personnel
- i) Professional and effective response to comments and concerns of passengers and the general public
- j) Responding to specific requests for other assistance as the need arises
- k) Attending meetings at the City's request

Operations Manager shall oversee the operations division and employees. Operations Manager shall be responsible to the General Manager and the City for the safe and reliable provision of all services referenced herein. Operations

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Manager shall supervise the daily activities of all operators, supervisors, dispatchers, and other operationally-focused personnel. In the event Contractor proposes that paratransit call-in and dispatch functions will be located somewhere other than the City's facility, the paratransit Operations Manager shall work at that location. The Operations Manager shall work cooperatively with the City and be accountable for all substantive matters pertaining to the provision of transit services as provided under this Contract. Operations Manager shall be available during normal business hours (typically Monday-Friday, 8:00 a.m.-5:00 p.m.) and at other times as situations dictate (e.g. emergencies).

3.9.2.2.4 Additional Management Staff. Contractor shall ensure there is adequate staffing to oversee HR functions, safety, and training.

3.9.3 *Dedication to Contract.* All positions noted above shall be dedicated to this Contract in accordance with the Contractors' staffing plan which is to be submitted with its RFP response. This plan shall identify any positions that are shared with other operations of the Contractor and the percent of time that position will be dedicated to the City's transit program.

3.9.4 *Maintenance Staff.* As part of the maintenance plan submitted in response to this RFP, Contractors are required to submit an organizational chart for the maintenance department. A narrative shall be provided explaining how the organizational structure, its functions, personnel distribution, and numbers of positions (e.g., A mechanics, B mechanics, C mechanics, parts clerk, service writers, vehicle cleaners, and fare collection equipment system technicians) best meets the maintenance needs of the Fleet Roster.

3.9.5 *Operations Staff.* As part of the transit service operating plan submitted in response to this RFP, Contractors are required to submit an organizational chart for the operations department. A narrative shall be provided explaining how the organizational structure, its functions, personnel distribution, and numbers of positions (e.g., supervisors, dispatchers, drivers, etc.) best meets the operating needs and service expectations.

3.9.6 *Safety and Training Staff.* In response to this RFP, Contractors are required to submit an organizational chart for the training department. A narrative shall be provided explaining how the organizational structure, its functions, personnel distribution, and numbers of positions (e.g., classroom trainers, behind-the-wheel trainers, and assistants) shall yield professionally trained and educated vehicle operators.

3.9.7. *Professional Development and Education.* The successful Contractor will be required to provide a Professional Development and Education Plan for all employees in the organization within 60 days after award. The plan shall focus on (1) improving the safety, competency, professionalism, and innovation with which the City's transit service is provided, and (2) providing opportunities for individual employee professional development.

3.9.8 *Workforce Qualifications.* Contractor shall warrant that all persons assigned by it to the performance of duties under this Contract shall be employees of the Contractor (or specified

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subcontractor) and shall be fully qualified to perform the work required. Contractor shall include a similar provision in any contract with any subcontractor selected to perform work under this Contract. Failure of the Contractor to provide qualified staffing at the level required by the proposal specifications may result in termination of this contract and/or damages.

3.10 MINIMUM QUALIFICATIONS FOR EMPLOYMENT

The items provided in this section reflect revised or additional requirements from those listed in Attachment I-1.

3.10.1 *Citizenship.* All employees shall be citizens of the United States or legally authorized to work in the United States.

3.10.2 *Hiring and Selection.* Contractors shall submit a detailed description of their requirements for hiring and retaining all personnel and specifically, vehicle operators within 60 days of award. This description shall include qualifications for hire, minimum requirements for maintaining operator eligibility for driving, compliance with all FTA requirements and applicable local laws, and training requirements. Contractor's proposals shall include the methodology to be used for conducting background checks on all employees. The following is the City's minimum requirements for vehicle operators. Contractors are encouraged to submit their operator minimum requirements in their proposal should they differ from the following:

3.10.2.1 Ensure that employees comply with FTA Alcohol and Drug Testing Regulations for testing including: pre-employment, reasonable cause, return to duty, post-accident, and random. Current FTA requirements call for annual random testing of twenty-five percent (25%) of safety sensitive employees for illegal drug use and annual random testing of ten percent (10%) percent of safety-sensitive employees for alcohol misuse. Contractor shall conform to 49 C.F.R. Part 655 and shall adjust annual random testing rates accordingly based on amended federal requirements. Contractor shall submit a copy of their Drug and Alcohol policies and procedures with its RFP response.

3.10.3 *Qualifications for Operators.* The position of a vehicle operator is a complex one. It requires a diverse range of skills to safely operate large and technically-advanced passenger vehicles as well as interact with and serve a multitude of people in a professional manner. As the City has high standards for the transit services it provides, it must necessarily have similarly high standards for the individuals who operate this service and represent the City. To this end, Contractor shall conduct background checks as may be prescribed by the City on each employee as a condition of receiving access to City facilities. Further, the City requires vehicle operators and all those who may, in the course of their duties, operate a vehicle such as maintenance staff or utility/service island workers, meet the following qualifications:

- a) Be at least 21 years of age.
- b) Full or part time employee of the Contractor
- c) Able to effectively read, write, and speak English.
- d) Have and display sensitivity to passenger needs.
- e) Able to handle complaints and operational problems as required on a daily basis in a calm, courteous, and professional manner.

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- f) Pass a biannual Federal Department of Transportation physical exam and a comprehensive drug screen as required by FTA regulations.
- g) Hold a valid commercial driver's license (CDL) for the past three years. A minimum three year driving record is required if an applicant has had a valid CDL for only three years. For applicants with a valid CDL for at least five years, a five year driving record is required. Contractor shall review a five year record issued within the past 45 days from any state where the applicant has held a CDL in the past five years. When a five year record is unavailable, a three year driving record shall be obtained.
- h) Driving record shall not contain any of the following:
 - (1) Three or more moving violations in the past five years. The first Driving Safety Course taken as a result of a moving violation that appears on a five year driving record will not be treated as a moving violation and will not count against the record. All additional Driving Safety Courses that appear on a five year driving record will be treated as moving violations and will count against the record.
 - (2) Two or more accidents, including accidents for which no citation was issued, in the past five years.
 - (3) Any conviction of a serious traffic violation (e.g. DUI, driving with a suspended license) in the past seven years, and two or more such convictions of a serious traffic violation at any time.
 - (4) Two or more violations for failing to produce proof of liability insurance within a five-year period.
- i) Criminal record shall not contain any of the following:
 - (1) Any conviction or deferred adjudication within the past 10 years for any felony or any drug-related offense.
 - (2) Any conviction or deferred adjudication within the past 10 years for any theft, assault, or other conviction for any offense that conflicts with the duties of the position.
 - (3) Any conviction or deferred adjudication at any time for any offense of a serious nature (e.g. homicide, sexual assault of any degree) that conflicts with the duties of the position.

3.10.4 *Qualifications for non-Operator safety-sensitive positions.* Any other employee who may, through the course of that employee's duties, have contact with the public is subject to the requirements of PART 2.8.3.j herein.

3.10.5 *Periodic Reviews.* Contractor shall conduct reviews of driving records and background checks at least twice a year to ensure that the preceding qualifications set forth in this Part are still met by all employees. Employees failing to meet these qualifications shall not be used to perform services under this Contract. Contractor shall identify the person within the organization who shall insure all of Contractor's employees are properly licensed at all times.

3.11 UNIFORM SPECIFICATIONS AND APPEARANCE STANDARDS

3.11.1 *Dress Code.* The dress code and uniform policy is intended to communicate a singular and

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professional image to the public. Not just the uniform itself, but its appearance is a signal to the public regarding the professionalism of the City and the Contractor. It is one of the most outwardly visible signs that the public uses to evaluate the transit system's professionalism, reliability, user-friendliness, comfort, and safety. Success in presenting a positive and professional image fosters the public's pride in the transit system. At a minimum, operators are to be provided a uniform consisting of dress shirts, slacks, socks, shoes and outer coat. Shirt, outer coat, and any cap worn by an Operator shall include a City-approved system logo. Only uniforms items approved by the City are allowed.

3.11.1.1 Safety. Considerations for operator and rider safety shall be applied to all dress code components.

3.11.1.2 The successful Contractor will be required to provide a proposed dress code and sample uniform within 60 days of award of the Contract and prior to start of operations for vehicle operators for approval by the City.

3.11.2 *Identification.* Contractor shall supply every operator and all employees of Contractor an Identification/Security badge to be worn visibly while on City property, including vehicles.

3.11.3 *Operator's Area.* Contractor shall be responsible for making operators aware of, and proactively enforcing, their responsibility to maintain the entire operator area and passenger cabin in a clean and professional condition:

3.11.3.1 All operators' personal items shall be properly stowed out of sight of passengers.

3.11.3.2 Operators shall not consume food or open-lid beverages while the vehicle is in Revenue Service. Food and beverages may only be consumed at designated layover points at the end of the line. Operators may bring only beverage containers on board the vehicle that are of the closed lid variety.

3.11.3.3. Operator's area shall be free of trash at all times. Contractor shall ensure that all vehicles are equipped with small trash bins and recycling bins. At the end of every trip, the operator shall be required to inspect the interior of the vehicle and shall transfer any trash or recyclable material from the passenger area to the on-board trash or recycle bin. If operator deems any material to be hazardous, the operator shall request assistance with clean-up as needed or secure a vehicle replacement.

3.11.3.4 The forward dash area near the front windshield shall never be used as a storage space for materials of any kind.

3.11.3.5 Contractor shall be responsible for ensuring that vehicle operators do not use personal cell phones or any other personal media device while operating a vehicle.

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3.12 FARE COLLECTION

Contractor's proposal shall include a method for proper accounting, reconciling, recording and depositing of fare revenue and the segregation and control methods to ensure proper security of City revenue. Fares collected are the property of the City from the moment the bus operator accepts payment. Fare regulation and policy is provided by the City. Money received from the sale of passes and ride tickets and fares shall not be comingled. Contractor shall make a separate accounting for fixed-route and paratransit funds.

3.12.1 *Ride Tickets.* The City shall be responsible for the printing and numbering of all passes and ride tickets. Passes and ride tickets shall be consigned to the Contractor for resale to the public and other entities. All fares from the resale of passes and ride tickets collected by the Contractor shall be deposited into a designated City bank account within 24 hours of being collected. Contractor shall account for and reimburse any shortages.

3.12.2 *Rates.* A single fare ride ticket is valued at \$3.00. Passes (equaling 5 ride tickets) are valued at \$15.00. The rate is the same at all times of day, on all days, and in all portions of the service area. Agency fare is \$6.50. The City reserves the right to change these rates as needed.

3.12.2.1 Children 5 years of age and under who are accompanied by an adult ride free.

3.12.2.2 Personal Care Attendants accompanying Eligible Users ride free.

3.12.3 *Payments Accepted.* Vehicle Operators shall accept payment for fares in the form of cash or checks.

3.12.4 *Payment Handling Plan.* The successful Contractor will be required to submit a specific procedure for handling payments within 60 days of Contract award. See PART 9.

3.12.5 *On-board Fare Collection Policy.* At this time, the City's paratransit vehicles have no fareboxes installed. Until such time as the City can implement Electronic Fare Collection, the City uses a temporary system. On-board fares shall be deposited in the City's bank account no less than once per week.

3.13 PAYMENT PROCESSING AND TIMEFRAMES

3.13.1 *Method of Calculation.* Payment for paratransit services provided by City-owned vehicles shall be made on a Revenue Vehicle Hour basis per vehicle in service. Cost proposals (see PART 4) will be evaluated based on services provided by City-owned vehicles.

3.13.1.1 Taxis. Services provided by taxis shall be invoiced at metered rates as established by the City.

3.13.1.2 Accessible Van. Accessible Van service shall be invoiced at a rate not to exceed what is charged the general public.

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3.13.2 *Process*. Contractors should the following information into consideration in developing responses to this RFP:

- a) Contractor shall submit monthly invoices for contracted services to City's Department of Public Works (DPW) within 15 Business Days following the last day of each month.
- b) DPW verifies invoice amounts according to the rates specified in the Contract. Payment due Contractor shall be based on the hourly rate bid times the number of hours of service provided. Invoiced hours of service shall not exceed the limitations specified in Attachment I-3.
- c) DPW submits vouchers to the City's Department of Finance within 10 days.
- d) The City's Department of Finance processes payments within 20 days after receiving voucher from DPW.
- e) Department of Finance sends electronic payment to Contractor.

3.14 LIQUIDATED DAMAGES

Contractor and City shall agree on a method for calculating Contractor's On-time Performance. Beginning 90 days after the commencement date of the Contract, the following may be imposed by the City, in its sole discretion, on the Contractor:

3.14.1. *Monthly Performance Standards*. If Contractor fails to achieve 90% On-time Performance in any particular month of the Contract according to reported and verified data, Contractor's monthly invoice for that month shall include a credit of 1% of the total service charge (including all Modes of paratransit service).

3.14.2. *Monthly Efficiency Standard*. If Contractor fails to meet the PPRVH standard set according to PART 3.2.8 herein in any particular month of the Contract according to reported and verified data, Contractor's monthly invoice for that month shall include a credit of 2% of the total service charge (including all Modes of paratransit service).

3.14.3. *Missed trip*. For every Missed trip, the City shall assess liquidated damages of \$80.

3.14.4 *Failed Follow-Up Safety Inspection*. In the event a vehicle fails a follow-up safety inspection conducted by the State, the City shall assess an amount up to \$400 per day beginning on the data of the failure of the State follow-up inspection and continuing until the vehicle has been certified as compliant by the State.

3.14.5 *Failed to Respond to a Service Disruption in a Timely Manner*. If Contractor fails to respond to a Service Disruption or fails to provide a replacement vehicle within 30 minutes of the time the vehicle operator reports or should have reported the Service Disruption, the City will assess \$100 per incident.

RFP PART 4

PART 4 Cost Proposal Requirements

- 4.1 Worksheets
- 4.2 Cost Information

4.1 WORKSHEETS

Contractors are required to complete and execute the two Cost Proposal Worksheets provided in Part 9 of this RFP.

4.1.1 “RATES” shall include separate per Revenue Hour figures for Fixed Route service and Revenue Vehicle Hour figures for Paratransit service for each of the five years of the initial term of the Contract. Revenue Hour rates for Fixed Route service shall be broken down into (1) Large Bus (*up to* 74,000 hours per annum); (2) Large Bus (*over* 74,000 hours per annum); and (3) Small Bus.

4.1.2 “COST CALCULATIONS” shall include separate figures for Fixed Route and Paratransit services, using 2017 per Revenue Hour rates for Fixed Route and 2017 per Revenue Vehicle Hour for Paratransit. The rate shall be broken down into separate line items for (1) Management & Support, including all managers, human resources, accounting, trainers, and dispatch personnel (2) Operations, including all bus and vehicle operators; and (3) Maintenance, including all shop personnel. Each line item shall be broken down into components: Labor, Supplies, Other Direct Costs, Allocated Overhead, and Profit. Contractors should supply a total cost per Revenue Hour for each separate item and component.

4.1.3 Both Cost Proposal Worksheets must be completed in full and signed and dated by an Authorized Representative of the Contractor. Submissions that do not comply with these requirements will not be considered.

4.2 COST INFORMATION

All Cost Information responsive to this RFP shall be included and referenced by Contractor only where such information is specifically sought by the RFP. The Technical aspects and the Cost Proposal portions of each response to the RFP will be evaluated separately.

RFP PART 5

PART 5 Contract Terms and Conditions

- 5.1 Inquiries; RFP Protests
- 5.2 Notification of Changes to RFP
- 5.3 Changes to Proposal
- 5.4 Funding
- 5.5 Ownership of Proposals
- 5.6 Contractors' Expenses
- 5.7 Right to Award Contract
- 5.8 Acceptance of Proposals
- 5.9 Liability for Errors
- 5.10 Acceptance of Terms
- 5.11 Payment Holdback
- 5.12 Financial Stability
- 5.13 Negotiation Delay
- 5.14 Competitive Range
- 5.15 Debriefing
- 5.16 Subcontracting
- 5.17 Definition of Contract
- 5.18 Appeals and Remedies
- 5.19 Labor Disruptions
- 5.20 Contract Administrator
- 5.21 Compliance with Laws
- 5.22 Foreign Nationals
- 5.23 Governing Law
- 5.24 Currency and Taxes
- 5.25 Payment Terms
- 5.26 Contract Term
- 5.27 Performance Bond
- 5.28 Contractor Assurances
- 5.29 Confidentiality, Data Practices
- 5.30 Records Maintenance; Review; Auditing
- 5.31 Refunds by Contractor
- 5.32 Licenses
- 5.33 Reimbursement
- 5.34 Accounting Procedures and Audits
- 5.35 Claims and Audits
- 5.36 Reports
- 5.37 Site Visits
- 5.38 Nondiscrimination; Equal Employment Opportunities
- 5.39 Non-Collusion
- 5.40 Conflict of Interest
- 5.41 Termination
- 5.42 Attorneys' Fees

In addition to any requirements or obligations included or referenced elsewhere in this RFP, all of the following shall apply to and be included within all contracts resulting from or related to this RFP:

5.1 INQUIRIES; RFP PROTESTS

All inquiries related to this request for proposal must be in writing to the attention of the Moderator of this RFP. Information obtained from any other source is not official and may be inaccurate. Inquiries and any responses will be handled in the manner described in PART 6 of this RFP. Protests shall be handled in the manner set forth in PART 6 of this RFP. All other means or methods of protest are waived.

5.2 NOTIFICATION OF CHANGES TO RFP

All recipients of this RFP who have registered on the Rochester Public Works website at <http://www.rochestermn.gov/departments/publicworks/construction/bids/index.asp> will be notified regarding any changes made to this RFP. The City shall not be held responsible to notify prospective Contractors who are not registered.

5.3 CHANGES TO PROPOSAL

No changes to a prospective Contractor's proposal will be accepted after submission, unless specifically requested by the City in writing.

5.4 FUNDING

All City expenditures are subject to appropriation of funds. Therefore, the City reserves the right to discontinue the RFP process if funding is not available.

5.5 OWNERSHIP OF PROPOSALS

All responses to this request for proposal become the property of the City.

5.6 CONTRACTORS' EXPENSES

Prospective Contractors are solely responsible for their own expenses in preparing a proposal, attending the pre-proposal conference and facility tour and fleet review, and subsequent negotiations with the City, if any.

5.7 RIGHT TO AWARD CONTRACT

The City reserves the right to award a contract, and the right not to award a contract at all, on the basis of responses received to this RFP.

5.8 ACCEPTANCE OF PROPOSALS

This RFP should not be construed as a contract to purchase goods or services. The City is not bound to accept the lowest price or any proposal of those submitted.

5.9 LIABILITY FOR ERRORS

While the City has used considerable efforts to ensure an accurate representation of information in this RFP, all prospective Contractors are urged to conduct their own investigations into the material facts and the City shall not be held liable or accountable for any error or omission in any portion of this RFP.

5.10 ACCEPTANCE OF TERMS

All the terms and conditions of this RFP are deemed to be accepted by the Contractor and incorporated in its proposal except those conditions and provisions that are expressly excluded. Rejection of terms and conditions will be taken into account by the City in deciding whether and to whom to award a Contract.

5.11 PAYMENT HOLDBACK

The City shall not pay the final month's contract price and invoice amount until contract closeout is complete including return of vehicles, and any other City-owned equipment, the satisfactory receipt of written assurance that all payments to employees and suppliers have been made by the Contractor, and completion of the End of Contract Report for Amounts Paid to DBEs 9.

5.12 FINANCIAL STABILITY

The successful Contractor must demonstrate financial stability and the City reserves the right to conduct independent background checks to determine the financial strength of any and all organizations or individuals submitting proposals. See PART 8.1.

5.13 NEGOTIATION DELAY

If any contract cannot be negotiated within 30 days of notification to the designated Contractor, the City may terminate negotiations with that Contractor and negotiate a contract agreement with another Contractor of its choice, or decline to enter Contract negotiations with any Contractor.

5.14 COMPETITIVE RANGE

An award may be made based on initial proposals. If not, the evaluation procedure will identify all Contractors' capable of providing a solution based on the written proposals and then develop a "Competitive Range" based on the cost proposals. All Contractors deemed capable of

providing a solution within the “Competitive Range” will be evaluated further and may be asked to make formal oral presentations or additional submissions.

5.15 DEBRIEFING

Upon written request from an unsuccessful Contractor, the City’s Transit and Parking Manager may arrange for a debriefing session. A debriefing is not an opportunity to challenge the decision. Any challenge to the RFP process or award must be done in accordance with the procedures set forth in this RFP. All other means or methods of protest are waived. Once debriefing ends, the RFP process is finished and the RFP will not be discussed further with the Contractor at any time.

5.16 SUBCONTRACTING

Utilizing a subcontractor, who must be clearly identified, to remedy deficiencies in the prime Contractor’s product or service is acceptable. This also includes a joint submission by two Contractors having no formal corporate links. However, in such a case, one of these Contractors must be prepared to take overall responsibility for successful interconnection of the two-product/service lines and this responsibility must be defined in the proposal. Subcontracting to any consulting firm or individual involved in the preparation of this RFP is not permitted.

5.17 DEFINITION OF CONTRACT

The City may, at its option, notify a Contractor in writing that its proposal has been accepted and such acceptance shall, at the City’s option, constitute the making of a formal contract for the services set out in the RFP. Alternatively, the subsequent full execution of a written contract shall constitute the making of a contract for services, and no Contractor shall acquire any legal or equitable rights or privileges whatever relative to the services until the City has delivered a fully executed written agreement to the Contractor. Award of Contract occurs when a formal contract has been finalized. A Recommendation of Award does not constitute award of contract. If a Contract is awarded, it shall be awarded to the responsive and responsible Contractor whose offer conforming to the RFP will be most advantageous to the City, in the City’s judgment, as set forth in the Evaluation Criteria.

5.18 APPEALS AND REMEDIES

Any actual or prospective Contractor or individual who is aggrieved in connection with the solicitation or award of a contract pursuant to this RFP may protest in the manner specified herein in PART 6. All other means or methods of protest are waived and no other protest procedures are available.

5.19 LABOR DISRUPTIONS

Any contract resulting from this RFP process is subject to the right of the City to postpone acceptance of delivery and payment by the City in the event of any form of labor disruption.

5.20 CONTRACT ADMINISTRATOR

The City's Transit and Parking Manager shall oversee the contract awarded to the successful Contractor. In addition, the successful Contractor will be expected to name a counterpart project manager. The Contractor's project manager will be responsible for providing scheduled status reports to the City.

5.21 COMPLIANCE WITH LAWS

Contractor shall give all notices and obtain all the licenses and permits required to perform the work. Contractor shall comply with all the laws applicable to the work and the performance of the Contract.

5.22 FOREIGN NATIONALS

Employers are required by Federal law to verify that all employees are legally entitled to work in the United States. Accordingly, the City reserves the right to request legally mandated employer held documentation attesting to the same for each consultant assigned work under any contract awarded as a result of this solicitation. In accord with such laws, the City does not discriminate against individuals on the basis of national origin or citizenship.

5.23 GOVERNING LAW

This RFP and any contract entered into between the Contractor and the City shall be governed by and in accordance with the laws of the State of Minnesota and the United States of America, and any disputes following the completion of a protest as set forth herein shall be venued in a court of competent jurisdiction in the State of Minnesota.

5.24 CURRENCY AND TAXES

Prices are to be in U.S. Dollars, duty and delivery FOB destination included. The City is exempt from some sales and use taxes.

5.25 PAYMENT TERMS

The City's standard payment term is between 30 and 60 days upon receipt of invoice after services are performed or goods delivered.

5.26 CONTRACT TERM

5.26.1 *Initial Term.* The Contract between the City and successful Contractor will have an initial term of 60 months. The Contract will have an anticipated start date of January 1, 2017 and an end date of December 31, 2021.

5.26.2 *Extended Terms.* In order to avoid any unnecessary disruption of services, and to secure and consistently maintain the best available services for the public, the City may, at its option, extend the Contract for one additional term of 24 months, followed by up to three additional terms of 12 months each. In the event the City, at its option, exercises all possible extensions of the Contract, the total term of the Contract would be 120 months.

5.26.3 *Exercise of Option to Extend.* At least 120 days prior to the end of the Initial Term or any Extended Term, the City shall notify the Contractor in writing whether it intends to exercise a remaining option. The right to extend the Contract is a unilateral right of the City to obtain the services set forth in the Contract for the duration of the Extended Term(s). The Contractor acknowledges and agrees that it is obligated, upon exercise of the option by the City, to provide the services described in the Contract for the duration of the Extended Term(s).

5.26.3.1 Upon the City's exercise of an option to extend the Contract, the City and Contractor shall negotiate the rates to be paid for Fixed Route and Paratransit operations for the Extended Term taking into consideration changes in operations, labor costs, and other costs.

5.26.3.2 Any negotiated increase in rates to be paid for any optional Extended Term shall not exceed the increase in the Consumer Price Index from the final year of the expiring term.

5.26.4 *Transition.* In order to facilitate transition of services, upon 30 days written notice, the City reserves the right to extend the Initial Term or any Extended Term on a month-to-month basis for a period not to exceed 120 additional days following the scheduled end date of such term. Such extension shall be compensated at the then-current Contract rates. Performance during any such Transition extension shall be subject to all terms and conditions of this Contract.

5.27 PERFORMANCE BOND

Contractor shall, at the time of execution of the contract, obtain and maintain in full force and effect for sixty days after contract expiration a Performance Bond signed by a surety company authorized to do business in the State of Minnesota, in the amount of \$250,000.00, for the faithful performance of the Contract. The Performance Bond shall name the City as beneficiary and may be invoked to the benefit of the City upon delivery of a certified statement to the surety company that the contractor has failed to perform pursuant to the terms and conditions of its contract with the City. Contractor's response to the RFP shall include a letter from its surety

company stating that the bond will be provided if being considered for a contract or in the event of a contract. The Bond shall be provided on a yearly basis for the duration of the Contract.

5.28 CONTRACTOR ASSURANCES

Contractor warrants that it has carefully reviewed the needs of the City as described in the RFP and its attachments and otherwise communicated in writing by the City to the Contractor that it has familiarized itself with the City's specifications, and warrants that it can provide such services as described in the RFP and as represented in its Proposal.

5.29 CONFIDENTIALITY, DATA PRACTICES

Contractor agrees to safeguard the confidentiality of information relating to individuals who may receive contract services in the course of this Agreement, in accordance with provisions of applicable local, State and Federal laws, rules and regulations. Unless otherwise specifically authorized pursuant to this Agreement or by any applicable laws, rules and regulations, no disclosure or release of such information is to be made, permitted, or encouraged by the Contractor or its officers or employees. It is further understood and agreed that no such information is to be used for personal benefit. Contractor further agrees that its employees shall be specifically instructed in regard to their obligation to keep such information confidential and their liability upon breach of confidentiality for all the penalties prescribed by law. Contractor further agrees to implement such procedures necessary for safeguarding data as required by the laws of the State of Minnesota.

5.30 RECORDS MAINTENANCE; REVIEW; AUDITING

Specific records to this Agreement shall be retained by Contractor for a minimum period of seven years or longer if required by local, State, or Federal laws, rules and regulations. Contractor shall maintain on location within the City a primary file containing a complete and correct record of the contract services delivered by the Contractor ("Primary File") in a manner deemed appropriate by the City and all applicable laws, rules and regulations. Any circumstances resulting in the non-delivery or delay in delivery of any contract services shall be recorded in the Primary File. The Primary File shall be available for review by representatives of the City, its' auditors, and other State and federal agencies during working hours, upon notice, at the Contractor's place of business or wherever such records are maintained within the City. Upon written request, Contractor must provide a complete and accurate copy of the Primary File to the City within 5 days.

5.31 REFUND BY CONTRACTOR

If a review of claims and payments to Contractor by the City reveals that the amount received by the Contractor for contract services exceeds the amount due for provision of contract services, the City shall notify the Contractor of the exact amount due to the City for all such overpayment. Immediately, or for good cause satisfactory to the City, no later than 30 days after notification,

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the Contractor shall refund to the City the amount due for such overpayment. If the Contractor fails to refund amounts due the City under this or any other Agreement, the City may, at its sole discretion, withhold payments due the Contractor until such time that the Contractor has made all payments due the City under this or any other Agreement or deduct from payments due the Contractor for contract services under this Agreement or any renewal thereof, either in installments or in one lump sum, the amount due the City under this or any other Agreement. The Contractor's obligations under this section shall continue beyond and shall survive the expiration or termination of this Agreement.

5.32 LICENSES

Contractor shall not be entitled to receive compensation for any portion or the term of this Agreement during which it fails to maintain any required certification, registration, or license and Contractor shall reimburse the City for any compensation received for such portion of the term of the Contract.

5.33 REIMBURSEMENT

In the event the State of Minnesota fails to approve reimbursement to the City for payments made hereunder to Contractor for services rendered during the term of this Agreement due to any act or failure to act by the Contractor, or if any services under this Agreement fail to meet requirements of the Minnesota Department of Transportation and any federal, state, or local agency, the City may deduct and withhold such amount from any future payment due the Contractor. Contractor agrees to pay to the City the amount of the balance due the City that has not been reimbursed by the State. If Contractor fails to cooperate in the processing of claims for payment by any other third party payer, and such failure results in the disallowance of such claim, the City may deduct and withhold such amount that has not been reimbursed from any payment due Contractor.

5.34 ACCOUNTING PROCEDURES AND AUDITS

Contractor shall maintain full and complete books and records of accounts in accordance with generally accepted accounting practices. Such books and records shall be retained for a period of seven years from the termination or expiration of this Agreement or longer if required by local, state, or federal law, rule or regulation. Contractor agrees that the City or its duly designated representative shall have immediate access to and the right to examine, audit, excerpt, copy or transcribe records of any pertinent transactions or other records relating to contract services under this Agreement. Contractor agrees to provide access to all fiscal records related to the provision of services under this agreement.

5.35 CLAIMS AND AUDITS

Prior to the making of any payments hereunder, the City may, at its option and upon notice, audit Contractor's books and records as are reasonably pertinent to this Agreement to substantiate the

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basis for payment. The City may withhold payment for cause found in the course of such audit or because of failure of the Contractor to cooperate with such audit. The City shall, in addition, have the right to audit such books and records subsequent to payment, and in the event an audit reflects overpayment by the City or that funds were not fully expended or that funds were improperly expended, Contractor shall reimburse to the City the cost of such audit, and the amount of such overpayment or improper payment, as the case may be, within 30 days of notice from the City. In addition to any other remedies it may have, the City shall have the right to deduct from future contract payments under any contracts the City may have with the Contractor any funds the City may determine are owed to the City under this Agreement.

5.36 REPORTS

Upon request, Contractor shall submit to the City, within ten days, any statistical, financial, and other reports and documentation that may be required to be supplied pursuant to this Agreement.

5.37 SITE VISITS

The City and its authorized representatives shall have the right to visit, at any time, any site where services are being delivered under this Contract and conduct an inspection of the facilities and records, observe its programs, functions, and services. Such visits may be unannounced. Contractor shall have the right to respond in writing to any written audit report and/or evaluation issued by the City or other entity within time frames allowed by the auditing entity. Contractor will submit plans for corrective action as requested.

5.38 NONDISCRIMINATION; EQUAL EMPLOYMENT OPPORTUNITIES

Contractor expressly agrees that neither it nor any person on its behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, creed, color, sex, age, physical disability or national origin.

5.38.1 The successful Contractor will be required to submit an Equal Employment Opportunity Plan to the City.

5.39 NON-COLLUSION

Contractor hereby warrants and represents that this Agreement has not been solicited, secured, or prepared directly or indirectly, in any manner contrary to the laws and ordinances of the United States of America, the State of Minnesota, and the City, and that said laws and ordinances have not been violated and shall not be violated as they relate to the procurement or performance of the Agreement by any conduct, including the paying or the giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any City employee, officer, or official.

5.40 CONFLICT OF INTEREST

The award of this Contract is subject to provisions of all federal, state, and local laws and ordinances. All prospective contractors must disclose the name of any City employee or official who has a Financial Interest in such prospective contractor. Contractor agrees that it has no interest and that it will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the services and duties contemplated by this RFP. Contractor further agrees that, in the performance of this Contract, no person having any such interest shall be employed by it. Contractor represents and warrants that it has not employed or retained any person, other than a bona fide full time salaried employee working solely for the provider, to solicit or secure this Contract, and that it has not paid or agreed to pay any person (other than payments of fixed salary to a bona fide full time salaried employee working solely for the Contractor) any fee, commission, percentage, gift or other consideration, contingent upon or resulting from the award or making of this Contract.

5.41 TERMINATION

5.41.1 *Surrender of Premises.* Upon termination of this Contract, Contractor shall surrender and turn over possession of the premises to the City in not less than the same manner and condition as it received the premises, equipment and tools, excepting reasonable wear and tear.

5.41.2 *Termination for Cause.* In the event the Contractor defaults in the performance of any of the covenants and agreements to be performed by the Contractor, or if the Contractor fails to comply with any federal, state or local laws, statutes, ordinances, rules, orders, regulations, or requirements, or if the Contractor files a petition in bankruptcy or becomes insolvent, or attempts to assign any right for the benefits of creditors, the City may, at its sole option, terminate this Agreement. Upon such termination, the Contractor shall compensate the City for any loss of revenue suffered by reason of such termination.

5.41.3 *Termination without Cause.* The City may terminate this Agreement at any time without the necessity of cause or Default by giving 90 days notice in writing to the Contractor. In such event, Contractor shall have no further rights hereunder and shall vacate the facilities at the end of such notice.

5.41.4 *Cure.* Notices of termination shall be made in writing by the City providing 14 days for the Contractor to respond with a proposed cure. The City may consider such proposed cure and, in the City's sole discretion, allow additional time to effect such cure. The City shall respond in writing with a decision in regard to such cure within 10 days. The period specified for Termination without Cause shall continue to run while any proposed cure is considered by the City.

5.42 ATTORNEYS' FEES

In the event of litigation to enforce this Contract or any terms, provisions, or conditions contained herein, to terminate this Contract, or to collect damages for a default under this Contract, the prevailing party shall be entitled to all costs and expenses, including reasonable attorneys' fees, incurred in connection with such litigation.

PART 6 ADMINISTRATION

- 6.1 Inquiries
- 6.2 Protests
- 6.3 Pre-Proposal Conference; Fleet Review
- 6.4 Receipt Confirmation
- 6.5 Insurance
- 6.6 Independent Contractor
- 6.7 Contract Dispute Resolution

6.1 INQUIRIES

All inquiries concerning this RFP should be addressed in writing directly to the Moderator of the RFP process:

Justin Templin
Special Assistant City Attorney
City of Rochester, Minnesota
c/o Hoff Barry, P.A.
775 Prairie Center Drive, Suite 160
Eden Prairie, Minnesota 55344

email: jtemplin@hoffbarry.com

Only those inquiries submitted in writing will receive a response. Inquiries should be specific, citing the particular section and paragraph number of the RFP to which the inquiry pertains. Prospective Contractors should note that all clarifications and exceptions including those relating to the terms and conditions of the contract are to be resolved prior to the submission of a RFP proposal. The Moderator will prepare Responses in conjunction with the appropriate City staff. Responses to all inquiries will be provided to all prospective Contractors registered to receive such responses. Identifying information of the party making the inquiry may be redacted prior to the response being provided. If the response to any inquiry involves a change to any term of the RFP, the response to the inquiry is to be considered part of the RFP and the resulting contract.

- 6.1.1 *Pre-Proposal Inquiries.* All inquiries received by the Moderator prior to 3:00 p.m. on July 15, 2016 will be handled in the same manner. Each such inquiry will be processed and a response generated. As soon as they are available, both the redacted inquiry and the City's response will be provided to all Contractors at the email address included with each Contractor's submission. Responsive information also may be provided during the Pre-Proposal Conference described in Part 6.3.

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Responses to timely Pre-Proposal Inquiries will be provided no later than July 27, 2016. Inquiries received after 3:00 p.m. on July 15, 2016 may not receive a response prior to the Submission Date. Oral inquiries or written inquiries directed to City staff or any other recipient other than the Moderator may not receive a response.

- 6.1.2 *Subsequent Inquiries.* Any Inquiries received after 3:00 p.m. on July 15, 2016 but before the award of the Contract will be processed and a response generated only as may be appropriate. As soon as any such response is available, both the redacted inquiry and the City's response will be provided to all Contractors at the email address included with each Contractor's submission.

6.2 PROTESTS

All contacts regarding protests of or relating to this RFP should be addressed in writing directly to the Moderator of the RFP process:

Justin Templin
Special Assistant City Attorney
City of Rochester, Minnesota
c/o Hoff Barry, P.A.
775 Prairie Center Drive, Suite 160
Eden Prairie, Minnesota 55344

email: jtemplin@hoffbarry.com

All submissions must be in writing to receive a response. Protests should be specific and cite the particular conduct, action or non-action that is the subject of the Protest.

- 6.2.1 *Protests Before Submission Date.* Protests regarding any aspect of the RFP document, attached materials and City selection criteria and procedures must be submitted to the RFP Moderator in writing prior to the Submission Date.

The Moderator is authorized to settle any protest regarding the RFP prior to Submission Date. Responses will be generated and provided within seven days of receipt of the written protest. The foregoing process is the only protest remedy available prior to Submission Date and is the final decision on all such matters at the City level.

- 6.2.2 *Protests After Submission Date.* Protests regarding the City's process and selection of a Contractor after the Submission Date must be submitted to the RFP Moderator in writing via mail or email.

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Any such protest must be submitted within five days after such aggrieved person knows or should have known of the facts giving rise to such protest. The Moderator will respond to such protests within seven days after receipt. If the Contractor wishes to do so, the Contractor may appeal to the City Administrator and Common Council within five days of the Moderator's decision. The City Administrator shall respond after the first available City Council meeting. This action completes the administrative protest remedy and is the final decision at the City level.

Under certain limited circumstances, and after the protester has exhausted all administrative protest remedies made available at the City level, an interested party may protest to the Federal Transit Administration ("FTA") the award of a contract pursuant to an FTA grant. Please refer to FTA Third Party Contracting Guidance C.4220.1F for FTA protest procedures.

6.3 PRE-PROPOSAL CONFERENCE; FLEET REVIEW

A Pre-Proposal Conference has been scheduled for July 6, 2016 at 8:30 a.m. at the City's facility located at 4300 East River Road NE, Rochester, MN 55906. A guided Facilities Tour and Fleet Review also has been scheduled for July 6, 2016 at 10:30 a.m. Contractors shall use the Receipt Confirmation form included in PART 9.

Attendance at the Pre-Proposal Conference and Fleet Review is **mandatory** for all Contractors intending to submit a response to the RFP.

Specific inquiries concerning the RFP submitted in writing to the Moderator prior to the Pre-Proposal Conference may be addressed during the Pre-Proposal Conference or Fleet Review. While questions will be permitted during the Pre-Proposal Conference or Fleet Review, answers may be deferred and included in a subsequent written response issued to all prospective Contractors registered to receive such responses.

6.4 RECEIPT CONFIRMATION

Contractor should complete and submit the Receipt Confirmation Form to advise the City of its intention to participate in the RFP process. See PART 9 herein.

6.5 INSURANCE

6.5.1 General Liability and Auto. During the term of the Contract, the City shall procure at its expense a general liability insurance policy and a motor vehicle insurance policy covering those City owned vehicles used for the purpose of performing services under this Contract and listed on the Fleet Roster at Part 1.5, naming the Contractor and State of Minnesota as additional insureds, with property and bodily injury limits in each case of at least \$1,500,000/\$3,000,000. Copies of said policies

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and certificates of insurance shall be provided to the Contractor by the City Clerk's Office. City shall receive 30 days written notice of any change, cancellation, or termination thereof. The cost of procuring such insurance coverage shall be a City Administrative Expense.

During the term of the contract, the Contractor shall provide the City with a Certificate of Insurance showing insurance coverage for Contractor-owned vehicles used in performance of the Contract for non-revenue operations. Such policy shall name the City and State of Minnesota as additional insureds with property and bodily injury limits in each case of at least \$1,500,000/\$3,000,000. Insurance must be obtained from insurance companies licensed in the State of Minnesota and carrying an A.M. Best Company Insurance Rating of A or better.

The Certificate of Insurance must confirm that the required policies have been issued to the named insureds for the policy period indicated. The Certificate of Insurance is to be provided to the City within five business days of notice of Contract award. All Certificates of Insurance must be updated at least annually. Updated Certificates of Insurance must be provided to the City immediately in the event of the following:

- (a) the downgrading of any insurer listed on the Certificate of Insurance by A.M. Best Company to a rating lower than A;
- (b) the receipt of a notice of cancellation before the expiration date thereof or of a non-renewal of insurance delivered in accordance with the policy provisions;
- (c) the receipt of any failure of the Contractor to comply with an insurance policy term or condition.

The Certificate of Insurance shall contain a Description of Coverage and include any exclusion or special provisions added by endorsement that in any way restrict coverage. The Contract description and the name of the department requiring the insurance should be stated under the description. The description shall also contain a statement to the effect that "The following are named as Additional Insureds under General Liability and (if required) Automobile Liability, Excess Umbrella Liability, and Professional Liability (if applicable) on a primary basis, and on the broadest form available through the listed insurers with respect to this Contract or Purchase Order: *The City of Rochester, Minnesota, the Minnesota Department of Transportation, their employees and elected officials.* The signing authorized representative warrants that the insurance carrier(s) have been informed of and accepted the additional insured.

- 6.5.2 *Workers Compensation.* Contractor shall procure, pay for, and maintain during the entire term of the Contract such insurance as will protect both the owner and the Contractor from claims under workers compensation acts and amendments thereto and from any other claims for property damage and for personal injury

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including death, which may arise from operations under this Contract, whether for such operations by the Contractor or by any other party directly or indirectly employed by the Contractor. Contractor shall provide a Certificate of Insurance for Workers Compensation to the City within five business days of notice of Contract award and prior to Contract execution.

6.5.3 *Commercial General Liability.* Contractor shall procure, pay for, and maintain during the entire term of the Contract commercial general liability coverage with a minimum limit of liability per occurrence of \$1,500,000/\$3,000,000 aggregate for bodily injury and \$1,500,000/\$3,000,000 for property damage and naming the State of Minnesota and the City as additional insureds. This insurance shall include the following coverages: (a) Premises – Operations; (b) Broad Form Contractual; (c) Independent Contractor and Sub-Contractor; (d) Products and Completed Operations. Contractor shall provide a Certificate of Insurance for Commercial General Liability to the City within five business days of notice of contract award and prior to contract execution.

6.5.4 *Professional Liability.* Contractor shall procure, pay for, and maintain during the entire term of the Contract professional liability insurance including errors and omissions with minimum liability limit of \$1,000,000 per occurrence/\$3,000,000 aggregate. Contractor shall provide a Certificate of Insurance for Professional Liability to the City within five business days of notice of contract award and prior to contract execution.

6.5.5 *Miscellaneous.* All policies of insurance required by this Part shall be endorsed and contain the following clauses:

- (a) Insurers shall have no right to recovery or subrogation against the City (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.
- (b) The clause “other insurance provisions” in a policy in which the City is named as an insured, shall not apply to the City.
- (c) The insurance companies issuing the policy or policies shall have no recourse against the City (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.
- (d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Contractor or Consultant.

6.6 INDEPENDENT CONTRACTOR

Contractor is an independent contractor and covenants and agrees that it, its agents, subcontractors, servants and/or employees, will neither hold itself/themselves out as, nor claim to be an employee, servant or agent of the City, and that it, its agents, subcontractors, and employees will not make claim, demand, or application to or for

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any right or privilege applicable to an officer or employee of the City including, but not limited to, workers compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

6.7 CONTRACT DISPUTE RESOLUTION

6.7.1 *Applicability.* Any dispute between any Contractor submitting a proposal in response to this RFP and the City relating to the implementation or administration of the Contract resulting from this RFP shall be resolved in accordance with this Part. No other dispute resolution process shall be used. A Contractor submitting a proposal in response to this RFP waives the right to assert any legal or other challenge in any manner not in accordance with the process and according to the timelines set forth in this Part.

6.7.2 *Informal Resolution.* The parties shall first attempt to resolve the dispute informally in meeting or communications between the Contract and the City's Transit and Parking Manager. If the dispute remains unresolved 15 days after it arises, the Contractor may request that the Transit and Parking Manager issue a recommended resolution of the matter in dispute. Such decision shall be issued in writing within 30 days and a copy provided to the Contractor.

6.7.3 *Review by City.* The recommended resolution of the matter shall be the final decision unless, within 10 days, the Contractor submits a written request to the review the decision to the Common Council of the City. Representatives of the Contractor and the City's Public Works Department shall have an opportunity to be heard and to offer evidence on the issue presented for consideration by the Common Council. The Common Council will render its final decision at or before its next regularly scheduled meeting following consideration of the issue presented.

6.7.4 *Judicial Review.* Upon conclusion of the process set forth in this Part, the Contractor may seek review of the dispute by a court of competent jurisdiction within the State of Minnesota.

6.7.5 *Contractor Responsibility.* Pending final resolution of a dispute under this Part 6.7, Contractor shall proceed diligently with performance in accordance with the Contract and the recommended resolution.

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PART 7 Format And Content

- 7.0 Definitions
- 7.1 General Instructions
- 7.2 Validity
- 7.3 Miscellaneous
- 7.4 Organization, Format, Copies
- 7.5 Submittal Requirements

7.0 DEFINITIONS:

As used in this Part, the following terms have the meanings defined herein:

Equivalent Fixed Route: Providing comparable public transit fixed route service with at least 50% of the number and types of dedicated vehicles and volume of revenue hours under contract to a public agency as being proposed herein.

Equivalent Paratransit. Providing comparable public paratransit or dial-a-ride service with a vehicle fleet of 5 or greater ramp/lift equipped 23 foot or larger dedicated vehicles; experience managing or working with other transportation providers, preferably taxi and accessible van providers; and volume of revenue hours under contract to a public agency as being proposed herein.

Section. The distinct referenced portion of the City's RFP defined by a numerical indicator that is within a specific Part of the RFP.

Segment. The distinct referenced portion of the Contractor's written proposal defined by a numerical indicator that highlights the heading under discussion.

7.1 GENERAL INSTRUCTIONS

This Section of the RFP provides general guidance for preparing proposals as well as specific instructions on the format and content of the proposal. The Contractor's Proposal must include all data and information requested by the RFP and must be submitted in accordance with these instructions. Non-conformance with the instructions provided in the RFP may result in an unfavorable evaluation or a rejection of the submission.

The Proposal shall be clear, concise and shall include sufficient detail for effective evaluation and for substantiating the validity of stated claims. The proposal should not simply rephrase or restate the City's requirements, but rather shall provide convincing rationale to address how the Contractor intends to meet the requirements. Contractors shall assume that the City has no prior knowledge of their experience, and will base its evaluation solely on the information presented in the Contractor's Proposal.

Elaborate brochures or documentation, binding, detailed artwork, or other embellishments are unnecessary and are not desired. Elaborate oral presentations are unnecessary and are not desired.

7.2 VALIDITY

Contractor's proposal shall be valid for a period of **120 days** from the opening date. Contractor shall make a clear acknowledgement in the Executive Summary of the submission that Contractor understands the Proposal is valid for that period of time.

7.3 MISCELLANEOUS

If a Contractor believes that the requirements in these instructions contains an error, omission, or are otherwise unsound, Contractor shall immediately notify the City in writing with supporting rationale. Contractor is reminded that the City reserves the right to award this effort based on the initial Proposal, as received, without discussion.

Interviews and Oral Presentations. The City will determine if and when Interviews or Oral Presentations will be scheduled and the order of such Interviews or Oral Presentations.

The City will retain one copy of all unsuccessful Proposals. Unless the Contractor requests otherwise, the City will destroy extra copies of such unsuccessful Proposals.

7.4 ORGANIZATION, FORMAT, COPIES

7.4.1 Organization. The titles and contents of the Segments shall be as defined in this Section. Information required for each of the following Segments shall be addressed in the order it is listed in this Section.

7.4.1.1 SEGMENT 2 shall address Fixed Route requirements and Paratransit requirements separately (i.e. "2A" for Fixed Route and "2B" for Paratransit) as noted below. While there may be instances where processes, procedures, or plans in each type of service are identical, those factors must be restated for each type of service as stated in RFP Section 7.4.5.

7.4.1.2 The Contractor shall prepare and organize the proposal as set forth below:

Cover Page and Checklist

SEGMENT 1 Executive Summary

SEGMENT 2 Technical Proposal

Segment 2A Fixed Route

2A-1 Documentation of Qualifications and Experience

2A-2 Proposed Personnel

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- 2A-3 Transition Plan
- 2A-4 Maintenance Program & Equipment
- 2A-5 Management and Operations Plan
- 2A-6 Risks and Value Added Plan
- Segment 2B Paratransit
 - 2B-1 Documentation of Qualifications and Experience
 - 2B-2 Proposed Personnel
 - 2B-3 Transition Plan
 - 2B-4 Maintenance Program & Equipment
 - 2B-5 Management and Operations Plan
 - 2B-6 Risks and Value Added Plan
- SEGMENT 3 Certifications and Representations
- SEGMENT 4 Past Performance
 - Segment 4A Fixed Route
 - 4A-1 Past Performance
 - 4A-2 Relevancy / Problem Solving
 - Segment 5B Paratransit
 - 4B-1 Past Performance
 - 4B-2 Relevancy / Problem Solving
 - Segment 4C History of Organizational Changes
- SEGMENT 5 Required Forms & Documents
- SEGMENT 6 Proof of Financial Ability [UNDER SEPARATE COVER]
- SEGMENT 7 Cost and Pricing Proposal [UNDER SEPARATE COVER]

Detailed requirements are set forth in Section 7.5 herein.

7.4.2 Proof of Financial Ability submitted separately. All information pertaining to Contractor's financial ability shall be contained and included only in Segment 6 of the proposal. That information will be considered as set forth in RFP Section 8.1.

7.4.3 Cost and Pricing information submitted separately. All cost or pricing information shall be contained in and included only in Segment 7 of the proposal. The Evaluation Committee will consider this information separated and independently from the technical and past performance aspects of the proposal.

7.4.4 Trade Secrets. Where information contained in the Proposal is considered by the prospective Contractor to contain "Trade Secrets" that information shall be provided in a clearly identified single supplement to the proposal. Each entry in classified addendum shall be referenced to the proposal Segment, page number, and paragraph number to which it applies. Similarly, a reference shall be placed in the unclassified section where the classified insert applies, giving the page and paragraph numbers within the addendum where it can be found. Binding shall conform to the same directions as those given in this

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RFP for unclassified portions. Pages in the classified section will be included in the page count for the applicable section.

Pursuant to Minn. Stat. § 13.37, subd. 1(b), the City must make the final determination as to whether any particular data it receives reasonably can be classified as containing nonpublic trade secret data. Generally, data submitted in connection with RFP proposals will be handled by the City in compliance with Minn. Stat. § 13.591.

7.4.5 *Cross Referencing.* To the greatest extent possible, each Segment shall be written on a stand-alone basis so that its contents may be evaluated with a minimum of cross-referencing to other Segments of the proposal. Information required for proposal evaluation, which is not found in its designated Segment, will be assumed to have been omitted from the proposal.

7.4.6 *Indexing.* Each Segment shall contain a detailed table of contents to delineate the subparagraphs within that Segment. Tab indexing shall be used to identify Segments.

7.4.7 *Glossary of Abbreviations and Acronyms.* Each Segment shall contain a glossary of all abbreviations and acronyms used, with an explanation for each. (If no abbreviations and/or acronyms are used, a Glossary is not required.)

7.4.8 *Page Size and Format.* Submissions shall be 8.5 x 11 inches, not including foldouts. Text shall be single-spaced with 1-inch margins on all sides, printed in Times New Roman, no smaller than 12-point. Pages shall be numbered sequentially by Segment. Legible tables, charts, graphs, and figures shall be used wherever practical to depict organizations, systems and layouts, implementation schedules, plans, etc. These displays shall be uncomplicated, legible, and shall not exceed 11 x 17 inches. Foldout pages shall fold entirely within the Segment, and count as a single page. Foldout pages may only be used for large tables, charts, graphs, diagrams, and schematics, not for pages of text.

7.4.9 *Binding and Labeling.* A cover sheet should be bound in each book, clearly marked as to RFP title, solicitation number, copy number, and the Contractor's name. The same identifying information should be placed on the spine of each binder. Staples shall not be used.

7.4.9.1 Segments 1-5 shall be bound in a single three-ring lockable loose leaf binder, with numbered tabs corresponding to the Segment number, which shall permit the proposal to lie flat when opened.

7.4.9.2 Segments 6 and 7 each shall be submitted in separate bindings, and include appropriate title, tabs, and markings to identify each.

7.4.9.3 All information designated by the Contractor as Trade Secrets shall be bound separately and similarly marked with the addition of "Trade Secret Information" on the cover sheet.

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7.4.10 *No Electronic Submissions.* Electronic submission of proposals is not permitted.

7.4.11 *Submission of Original and Copies.* Prospective Contractors shall submit all of the following:

ONE hard-copy of all materials marked “ORIGINAL”

TEN additional complete copies

ONE digital copy in a searchable PDF format

The digital copy may be submitted on a flash drive or CD-ROM, included in a separate sealed envelope.

The package containing the Proposal must be marked “Rochester Public Transit and Paratransit Service Operations and Maintenance” and include the date.

7.4.12 *Delivery.* Proposals shall be mailed or delivered to

Rochester City Clerk
201 4th Street SE
Rochester, Minnesota 55904

Proposals must be RECEIVED by **3:00 p.m.** on **August 23, 2016**. Proposals received after that time will not be opened or considered.

7.5 SUBMITTAL REQUIREMENTS

7.5.1 *Required for Executive Summary (Segment 1).* A concise narrative summary limited to no more than 5 pages of the entire proposal detailing how the Contractor will meet or exceed the requirements detailed in this RFP.

7.5.2 *Required for Technical Proposal (Segment 2).* SEGMENT 2 shall address fixed route requirements and the paratransit requirements separately (i.e. “2A” for fixed route and “2B” for paratransit). While there may be instances where processes, procedures, or plans are identical, as stated in RFP Section 7.4.5, those factors must be restated for each type of service.

7.5.2.1 Fixed Route (SEGMENT 2A)

Segment 2A-1 Documentation of Qualifications and Experience.

Contractor (whether a sole proprietor, a partnership, or a corporation) must have and provide proof of their qualifications and experience in relation to this contract in this Segment of their response.

2A-1-1 Documentation. The Proposal shall include documentation

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of active participation in the transportation industry and providing equivalent equipment/services comparable in scope and complexity to those specified herein. References should be discussed and provide the documentation of the Contractor's experience/history on comparable projects, both in terms of fixed-route operations and ADA paratransit operations.

2A-1-2 Background. Include a brief narrative description of your firm's background and experience in operating Equivalent Fixed Route services of a size and scope and in a Fleet environment equivalent to the City operation, including low-floor transit buses. Contractor shall list all contracts for fixed route service provided by Contractor in the past 5 years, whether currently under contract or not. Explain why your firm is best qualified to provide the services.

2A-1-3 Intelligent Transportation Systems (ITS). Please provide details of your experience and knowledge of the varied ITS identified in the RFP, as well as how and where you have integrated ITS into a public transit fixed route environment. (RFP Section 2.1.6.3)

2A-1-4 Accomplishments. Describe significant accomplishments in contributing to the success of similar fixed route and related services.

2A-1-5 Insurance. Contractors must submit proof, in the form of a letter signed by an insurance agent authorized to conduct business in the State of Minnesota of ability to obtain insurance as specified in this RFP.

2A-1-6 Transparency. List whether Contractor has been cited or fined over the past five years by any local, state or federal regulatory agency for improper maintenance or for accidents caused by improper maintenance. Provide a description of the cause of each such citation or fine and remedial action taken.

The Contractor shall provide information about previous contracts with any public agency in any location in the United States that were terminated for cause, otherwise defaulted upon, abandoned or terminated by any public agency for convenience or cause, or terminated by the Contractor prior to the normal expiration or termination of the Agreement, within the past five (5) years.

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The Contractor shall list and summarize any litigation or legal issues involving a contract, client or customer within the last 5 years.

Segment 2A-2 Proposed Personnel

2A-2-1 Contractor Organization Chart. In this Segment of the proposal, the Contractor shall submit an accurate and up to date organizational chart that depicts all personnel proposed to be utilized in the service of this Contract (RFP Section 2.7.2). The organizational chart shall indicate titles, filled positions and number of vacancies to be filled. List all personnel by job category and number of full-time and part-time positions expected in each job category. An additional organization chart shall be submitted to illustrate the organizational structure and reporting relationships of the local operation and its position in your firm.

2A-2-2 Staffing Adjustments. Contractor is free to suggest staffing adjustments with sufficient justifications in their proposal. If the current job structure responsibilities differ from the duties listed within the RFP, the Contractor shall list the different duties with an explanation for each, also the Contractor shall submit the anticipated percentage of time each of the listed personnel will be devoted to the services of the City as detailed in this Contract. (RFP Section 2.7.2.2)

2A-2-3 Management Staff. Identify and describe the experience and qualifications of the management staff that will be assigned to the project. Provide resumes that document the experience described. Resumes are limited to a maximum of three pages for each position detailed.

2A-2-4 Safety and Training. Proposal shall include an organizational chart for the safety and training department. A narrative shall be provided explaining how the organizational structure, its functions, personnel distribution, and numbers of positions (e.g., Class room trainers, behind the wheel trainers, assistants, etc.) shall yield professionally trained and educated bus operators. (RFP Section 2.7.6)

The proposal shall include a description of the Company's professional development and training programs for employees and describe in detail the recruiting, hiring, training and retraining programs for vehicle operators including the number of hours of

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training, by subject, to be received by operators.

Proposal shall identify the person within the organization who shall ensure that all employees are properly licensed at all times. Contractor shall identify any licensing service and monitoring contractors intended for this RFP.

2A-2-5 Background Checks. Contractor's proposal shall include the methodology to be used for conducting background checks on all employees (RFP Section 2.8.2.1)

2A-2-6 Employment Benefits. Describe in detail the type and level of employment benefits provided or available to employees addressing vacation, sick and other leaves, health and welfare benefits, wage and salary classifications and progressions, and employer contributions for all programs for all job categories based upon minimum requirements stated in the RFP.

Each Proposal shall detail the Contractor's plan to comply with Employee Protective Agreements, including a plan on providing preferential hiring to current drivers and other employees, and the plan, if any, to maintain salary levels for all current drivers/employees hired. (RFP Section 1.11.4)

Segment 2A-3 Transition Plan.

The Contractor shall submit, as part of their Proposal, a detailed plan for taking over the City's transit service – operations and maintenance including a detailed startup plan to ensure service is initiated according to the date determined by the City. The startup plan and time points shall include, but not be limited to: moving into the City's facility; provision of any equipment not provided (include taking control of City buses); recruitment, hiring and training of all staff; maintenance setup; trip assignments; and start of service. (RFP Section 2.1.9)

Segment 2A-4 Maintenance Program & Equipment

2A-4-1 Maintenance Organizational Chart. As part of the sample maintenance plan submitted in response to this RFP, Contractor is required to submit an organizational chart for the maintenance department (RFP Section 2.7.4). A narrative shall be provided explaining how the organizational structure, its functions, personnel distribution, and numbers of positions (e.g., A mechanics, B mechanics, C mechanics, utility workers, parts clerks, service writers, bus cleaners, fare collection equipment

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system technicians) best meets the maintenance needs of the City's fleet and assets.

2A-4-2 Credentials, Training and Staffing Levels (RFP Section 2.3.2). Contractor is required to submit minimum qualifications credentials required by Contractor for maintenance staff and describe provide training programs for maintenance staff. The Contractor shall submit their proposed staffing levels, mechanic to fleet ratio and all appropriate justifications with their proposal.

2A-4-3 Maintenance Support Equipment. (RFP Section 2.3.14.2) Describe the availability of sufficient maintenance support equipment to comply satisfactorily with all requirements of this RFP, including the requirement for a maintenance service vehicle.

2A-4-4 Subcontractors (RFP Section 2.3.4.2). A list of all subcontractors contemplated for use in the maintenance department is to be submitted with the proposal

2A-4-5 Fleet Management Software (RFP Section 2.3.16.3). The Contractor will describe their experience with fleet management software including a description of software used and reports and processes developed to adequately track the performance of a fleet.

2A-4-6 On-Board Video System (RFP Section 2.3.5.19). The proposal shall include a description of how the Contractor intends to maintain and ensure proper operational condition of all on-board video recording equipment

2A-4-7 Vehicle Cleaning (RFP Section 2.3.12). The proposal shall describe the interior and exterior vehicle-cleaning program, including a staffing plan.

2A-4-8 Service Calls. The proposal shall describe the approach to service call management and resource allocations to support the plan.

2A-4-9 Pre-Trip Inspection (RFP Section 2.3.7). The proposal shall include a sample of the vehicle operator pre-trip inspection form or an electronic format meeting State requirements to be used and a detailed explanation of how this form will be utilized.

2A-4-10 Oil Analysis Program (RFP Section 2.3.9.3 (d)). Contractor's proposal shall provide a detailed explanation of their standard oil analysis program and how that program will comply

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with the City's minimum requirements.

2A-4-11 Warranty (RFP Section 2.3.20). The proposal shall explain the Contractor's approach to monitoring warranty, and their plan for obtaining maximum warranty coverage, especially in regard to crediting the City for warranty reimbursement. The explanation of the approach in this Segment is an overview of the process, which differs from the detailed plan that is submitted by the successful Contractor 60 days after award of the Contract.

2A-4-12 Additional Requirements. Contractor's proposal shall also detail, at a minimum, how Contractor will provide the following:

- a) All tools and equipment necessary to perform the preventive maintenance and repair activities required by the Contract (The Facilities' shop has space for such tools, including mechanic-owned tool boxes.) (RFP Section 2.4.8)
- b) All tools and equipment necessary to perform periodic service and adjustments and make mechanical repairs

Segment 2A-5 Management and Operations Plan

2A-5-1 Operations Organization Chart (RFP Section 2.7.5). The proposal shall include an organizational chart for the operations department. A narrative shall be provided explaining how the organizational structure, its functions, personnel distribution, and numbers of positions (e.g., Dispatchers, Road Supervisors, etc.) best meets the operating needs and service expectations.

2A-5-2 Continuous Operation. Describe how the Contractor will achieve continuous operation of the transit services described in this RFP. Explain how Contractor will minimize delays and prevent missed service.

2A-5-3 Supervisors (RFP Section 2.6.1.3). Describe the road supervision approach including: staffing levels; vehicle availability; coverage plan to support both local bus service and fleet support; and supervision and performance standards. Define the supervisor-to-quantity of buses ratio.

Contractor shall submit as part of its proposal a description of how it intends to meet or exceed the requirements as stated in RFP Section 2.6.1.

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2A-5-4 Reporting. Describe your familiarity and any experience with the collection, reporting, and analysis of the FTA Uniform System of Accounts and with National Transit Database (NTD) reporting requirements.

Describe a proposed sampling method for measuring and tracking on-time performance and missed trips as required in RFP Section 2.1.2.

2A-5-5 Customer Relations. Discuss the Contractor's customer relations approach including the method of handling complaints, commendations and suggestions.

Contractor shall describe how all incoming and outbound calls from the public phone number will be monitored and tracked (e.g. policies for number of rings before answering, hold times) (RFP Section 2.4.2.1 d)).

2A-5-6 Policies and Programs. Describe your dispatch operation policies focusing on requirements for vehicle communication timeframes, emergency protocols, ADA compliance, and coordination with maintenance for service calls.

Provide a copy of your Drug and Alcohol Policies and Program (RFP Section 2.8.2.1). If the Contractor is proposing subcontractors as part of its proposal, a copy of each subcontractor's Drug and Alcohol procedures are to be included as part of the proposal (RFP Section 2.1.4).

2A-5-7 DBE Experience. Discuss experience with Disadvantaged Business Enterprise (DBE) participation.

2A-5-8 Risk Control and Safety Program. Describe the pertinent elements of Contractor's risk control and safety program.

2A-5-9 ITS Initiatives (RFP Section 2.1.6.3). The proposal shall include a description of the Contractor's experience with ITS initiatives.

2A-5-10 On-Board Video System (RFP Section 2.3.5.19). The proposal shall include a description of how Contractor intends to utilize the on-board video system from an operational perspective (i.e. operator training, improvement and reinforcement).

2A-5-11 Fare Collection (RFP Section 2.10). Contractor's proposal

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shall include a method for proper accounting, reconciling, recording, and depositing of fare revenue and the segregation and control methods to ensure proper security of City revenue.

2A-5-12 Operations Support Equipment (RFP Section 2.6.2.1). Describe the availability of sufficient Support Equipment to comply satisfactorily with the requirements of this solicitation.

Segment 2A-6 Risks and Value Added Plan.

The Contractor shall include a risk and value added plan in the prescribed format as provided in RFP Part 9. The description of risks and value added plans are limited to 2 pages each.

2A-6-1 Risks. The proposal shall include a description of the risks associated with this contract as identified by the Contractor that the Contractor does not control. The risks should be prioritized from major to minor. The Contractor shall include a solution to minimize or mitigate such risks.

2A-6-2 Value Added Plan. The value added plan shall identify potential opportunities, changes in operations or technologies that the Contractor would be able to offer which will increase service efficiency and effectiveness and associated cost increases or decreases. The cost shall not be included in the cost proposal.

7.5.2.2. Paratransit (SEGMENT 2B)

Segment 2B-1 Documentation of Qualifications and Experience.

Contractor (whether a sole proprietor, a partnership, or a corporation) must have and provide proof of their qualifications and experience in relation to this Contract in this Segment of their response.

2B-1-1 Documentation. The proposal shall include documentation of active participation in the transportation industry and providing equivalent equipment/services comparable in scope and complexity to those specified herein. References should be discussed and provide the documentation of the Contractor's experience/history on comparable projects, both in terms of fixed-route operations and ADA paratransit operations.

2B-1-2 Background. Include a brief narrative description of your firm's background and experience in operating Equivalent Paratransit services of a size and scope and in a Fleet environment

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equivalent to the City operation, including Extended Taxi, Supplemental Taxi and van services, either directly operated or subcontracted. Contractor shall list all contracts for paratransit service provided by Contractor in the past 5 years, whether currently under contract or not. Explain why your firm is best qualified to provide the services.

2B-1-3 Accomplishments. Describe significant accomplishments in contributing to the success of similar paratransit and related services.

2B-1-4 Insurance. Contractors must submit proof, in the form of a letter signed by an insurance agent authorized to conduct business in the State of Minnesota of ability to obtain insurance as specified in this RFP.

2B-1-5 Transparency. List whether Contractor has been cited or fined over the past five years by any local, state or federal regulatory agency for improper maintenance or for accidents caused by improper maintenance. Provide a description of the cause of each such citation or fine and remedial action taken.

The Contractor shall provide information about previous contracts with any public agency in any location in the United States that were terminated for cause, otherwise defaulted upon, abandoned or terminated by any public agency for convenience or cause, or terminated by the Contractor prior to the normal expiration or termination of the Agreement, within the past five (5) years.

The Contractor shall list and summarize any litigation or legal issues involving a contract, client or customer within the last 5 years.

Segment 2B-2 Proposed Personnel

2B-2-1 Contractor Organizational Chart. In this Segment of the proposal, the Contractor shall submit an accurate and up to date organizational chart that depicts all personnel proposed to be utilized in the paratransit service of this Contract (RFP Section 3.9.2). The organizational chart shall indicate titles, filled positions and number of vacancies to be filled. List all personnel by job category and number of full-time and part-time positions expected in each job category. An additional organization chart shall be submitted to illustrate the organizational structure and reporting relationships of the local operation and its position in

your firm.

2B-2-2 Staffing Adjustments. Contractor is free to suggest staffing adjustments with sufficient justifications in their proposal. If the current job structure responsibilities differ from the duties listed within the RFP, the Contractor shall list the different duties with an explanation for each, also the Contractor shall submit the anticipated percentage of time each of the listed personnel will be devoted to the services of the City as detailed in this contract. (RFP Section 3.9.2.2)

2B-2-3 Management Staff. Identify and describe the experience and qualifications of the management staff that will be assigned to the project. Provide resumes that document the experience described. Resumes are limited to a maximum of three (3) pages for each position detailed.

2B-2-4 Safety and Training. The proposal shall include a description of the Company's professional development and training programs for employees and describe in detail the recruiting, hiring, training and retraining programs for vehicle operators including the number of hours of training, by subject, to be received by operators.

Proposal shall include an organizational chart for the safety and training department. A narrative shall be provided explaining how the organizational structure, its functions, personnel distribution, and numbers of positions (e.g., Class room trainers, behind the wheel trainers, assistants, etc.) shall yield professionally trained and educated bus operators (RFP Section 3.9.6).

Proposal shall identify the person within the organization who shall ensure that all employees are properly licensed at all times. Contractor shall identify any licensing service and monitoring contractors intended for this RFP.

2B-2-5 Background Checks (RFP Section 3.10.2). Contractor's proposals shall include the methodology to be used for conducting background checks on all employees

2B-2-6 Employment Benefits. Describe in detail the type and level of employment benefits provided or available to employees addressing vacation, sick and other leaves, health and welfare benefits, wage and salary classifications and progressions, and employer contributions for all programs for all job categories

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based upon minimum requirements stated in the RFP.

Each proposal shall detail the Contractor's plan for hiring employees from the City's incumbent Contractor, including a preference for hiring individuals with experience in the City's transit system. For reasons of workforce stability, the City prefers that the successful Contractor honor and incorporate existing labor agreements in regard to positions covered, pay scale, and fringe benefits. At a minimum, the Contractor will be required to recognize and bargain with any existing employees' union (RFP Section 1.11.4).

Segment 2B-3 Transition Plan

The Contractor shall submit, as part of their proposal, a detailed plan for taking over the City's transit service – operations and maintenance including a detailed startup plan to ensure service is initiated according to the date determined by the City. The startup plan and time points shall include, but not be limited to: moving into the City's facility and/or operating portions of the service from another facility (RFP Section 3.5.1); provision of any equipment not provided (include taking control of City buses); recruitment, hiring and training of all staff; maintenance setup; trip assignments; and start of service (RFP Section 3.2.1.12).

Segment 2B-4 Maintenance Program & Equipment

2B-4-1 Maintenance Organization Chart (RFP Section 3.9.4). As part of the sample maintenance plan submitted in response to this RFP, Contractor is required to submit an organizational chart for the maintenance department. A narrative shall be provided explaining how the organizational structure, its functions, personnel distribution, and numbers of positions (e.g., A mechanics, B mechanics, C mechanics, utility workers, parts clerks, service writers, bus cleaners, fare collection equipment system technicians) best meets the maintenance needs of the City's fleet and assets.

2B-4-2 Certifications, Training and Staffing Levels (RFP Section 3.2.6.1). Contractor shall include a copy of its current certification and licensing from the State of Minnesota – Motor Carrier. If Contractor is proposing subcontractors as part of its proposal, the subcontractor's certification and licensing shall be included.

Contractor is required to submit minimum qualifications

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credentials required by Contractor for maintenance staff and describe training programs for maintenance staff. The Contractor shall submit their proposed staffing levels, mechanic to fleet ratio and all appropriate justifications with their proposal. (RFP Section 3.4.2)

2B-4-3 Preventive Maintenance. Contractor shall provide the City with an example of its regularly scheduled preventive maintenance (PM) policies and procedures, inspection forms, and schedules with its proposal. (RFP Section 3.2.6.3)

2B-4-4 Maintenance Support Equipment. Describe the availability of sufficient maintenance support equipment to comply satisfactorily with all requirements of this RFP, including the requirements to provide a maintenance service vehicle (RFP 3.4.14.2).

2B-4-5 Subcontractors (RFP Section 3.4.4.2). A list of all subcontractors contemplated for use in the maintenance department is to be submitted with the Proposal

2B-4-6 Fleet Management Software (RFP Section 3.4.16.3). The Contractor will describe their experience with fleet management software including a description of software used and reports and processes developed to adequately track the performance of a fleet.

2B-4-7 On-Board Video System (RFP Section 3.4.5.19). The proposal shall include a description of how the Contractor intends to maintain and ensure proper operational condition of all on-board video recording equipment.

2B-4-8 Vehicle Cleaning (RFP Section 3.4.12). The proposal shall describe the interior and exterior vehicle-cleaning program, including a staffing plan.

2B-4-9 Service Calls. The proposal shall describe the approach to service call management and resource allocations to support the plan.

2B-4-10 Pre-Trip Inspection (RFP Section 3.4.7). The proposal shall include a sample of the vehicle operator pre-trip inspection form or an electronic format meeting State requirements to be used and a detailed explanation of how this form will be utilized

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2B-4-11 Oil Analysis Program (RFP Section 3.4.9.3 d)). Contractor's proposal shall provide a detailed explanation of their standard oil analysis program and how that program will comply with the City's minimum requirements.

2B-4-12 Warranty (RFP Section 3.4.20). The proposal shall explain the Contractor's approach to monitoring warranty, and their plan for obtaining maximum warranty coverage, especially in regards to crediting the City for warranty reimbursement. The explanation of the approach in this part is an overview of the process, which differs from the detailed plan that is submitted by the successful Contractor 60 days after award of the Contract.

2B-4-13 Additional Requirements. Contractor's Proposal shall also detail, at a minimum, how Contractor will provide the following:

- a) All tools and equipment necessary to perform the preventive maintenance and repair activities required by the Contract (The Facilities' shop has space for such tools, including mechanic-owned tool boxes.) (RFP Section 3.5.8).
- b) All tools and equipment necessary to perform periodic service and adjustments and make mechanical repairs

Segment 2B-5 Management and Operations Plan

2B-5-1 Operations Organization Chart (RFP Section 3.9.5). The proposal shall include an organizational chart for the operations department. A narrative shall be provided explaining how the organizational structure, its functions, personnel distribution, and numbers of positions (e.g., dispatchers, supervisors, etc.) best meets the operating needs and service expectations.

2B-5-2 Continuous Operation. Describe how the Contractor will achieve continuous operation of the transit services described in this RFP. Explain how Contractor will minimize delays and prevent missed service.

2B-5-3 Supervisors (RFP Section 3.7.14.1(a)). Describe the field supervision approach including: staffing levels; vehicle availability; coverage plan to support service disruption events; and supervision and performance standards, including how the Contractor intends to meet or exceed the requirements defined in RFP Section 3.7.14. Describe the supervisor-to-quantity of vehicle operator ratio that is used for this staffing plan.

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2B-5-4 Reporting. Describe your familiarity and any experience with the collection, reporting, and analysis of the FTA Uniform System of Accounts and with National Transit Database (NTD) reporting requirements.

Describe a proposed method for measuring and tracking on-time performance and missed trips as discussed in RFP Section 3.2.2

2B-5-5 Routing. Describe the plan for designing the most cost efficient routes for each day including how Extended Taxi and Supplemental Taxi service will be utilized; the strategy for assuring and improving the minimum efficiency requirement (RFP Section 3.7.4); and how and where customer reservations will be received.

2B-5-6 Customer Relations. Discuss the Contractor's customer relations approach including the method of handling complaints, commendations, and suggestions.

Contractor shall describe how all incoming and outbound calls from the public phone number will be monitored and tracked and provide policies for answering telephone calls (e.g. policies for number of rings before answering, hold and wait times) (RFP Section 3.5.2.1 d)).

2B-5-7 Policies and Programs. Describe your dispatch operation policies focusing on requirements for vehicle communication timeframes, emergency protocols, ADA compliance, and coordination with maintenance for service calls.

Provide a copy of your Drug and Alcohol Policies and Program. If the Contractor is proposing sub-contractors as part of its proposal, a copy of each subcontractor's Drug & Alcohol procedures are to be included as part of the proposal. (RFP Section 3.2.4)

2B-5-8 DBE Experience. Discuss experience with Disadvantaged Business Enterprise (DBE) participation.

2B-5-9 Risk Control and Safety Program. Describe the pertinent elements of Contractor's risk control and safety program.

2B-5-10 On-Board Video System (RFP Section 3.4.5.19). The proposal shall include a description of how the Contractor intends to utilize the on-board video system from an operational

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perspective (i.e. operator training, improvement and reinforcement).

2B-5-11 Fare Collection (RFP Section 3.12). Contractor's proposal shall include a method for proper accounting, reconciling, recording, and depositing of fare revenue and the segregation and control methods to ensure proper security of City revenue.

The contractor's proposal shall describe their collection process as mentioned in RFP Section 3.12.5.

2B-5-12 Operations Support Equipment (RFP Section 3.7.14.4). Describe the availability of sufficient Support Equipment to comply satisfactorily with the requirements of this solicitation.

Segment 2B-6 Risks and Value Added. The Contractor shall include a risk and value added plan in the prescribed format as provided in RFP Part 9. The description of risks and value added plans are limited to 2 pages each.

2B-6-1 Risks. The proposal shall include a description of the risks associated with this contract as identified by the Contractor that the Contractor does not control. The risks should be prioritized from major to minor. The Contractor shall include a solution to minimize or mitigate such risks.

2B-6-2 Value Added Plan. The value added plan shall identify potential opportunities, changes in operations or technologies that the Contractor would be able to offer which will increase service efficiency and effectiveness and associated cost increases or decreases. The cost shall not be included in the cost proposal.

7.5.4 Required for Certifications and Representations (SEGMENT 3). Contractor makes Certifications and Representations in relation to federal requirements found in Attachment D – Required FTA Clauses and Certifications as part of the Proposal by signing the cost proposal form and the completion and submission of all forms found in Part 9 – Required Forms and Attachment D – FTA Clauses and Certifications.

7.5.4.1 Contractor shall make the following representations in its Proposal:

- (a) Contractor is familiar with all requirements, conditions, specifications and instructions in the RFP.
- (b) Contractor is familiar with all matters affecting the performance of services to be rendered, including all laws, ordinances, rules and

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regulations that affect or may affect the services rendered, related performance, and/or persons employed.

- (c) Contractor is in the public transportation business, has the knowledge, experience, and skills to provide all aspects of the public transit services contemplated in this RFP, including experience and expertise in the provision of high quality operation and management of Fixed Route and Paratransit public transit services, and is willing and able to satisfy the requirements of a contract resulting from this RFP for City public transportation services for the costs stated in the Proposal submitted, and acknowledges that the award of any contract will be based on the reliability of the foregoing representations.

7.5.4.2 In addition, the Contractor states in its Proposal the following Certifications and Representations as part of the Proposal by signing the proposal form and by entering the following information as applicable.

- (a) Independent Price Determination

Contractor certifies that Contractor has not colluded, conspired, connived, or agreed, directly or indirectly, with any Contractor, person, or entity to refrain from proposing. Further, the Contractor has not directly or indirectly sought by agreement, collusion, communication, or conference with another person or entity to fix the Proposal amount herein or that of any other Contractor, or to fix any overhead, profit, or cost element of said Proposal amount or that of any other Contractor, or to secure any advantage against the City or any person interested in the proposed Contract.

- (b) Statement of No Conflict of Interest

Contractor covenants that neither Contractor nor, to the best of the Contractor's knowledge after diligent inquiry, any director, officer, owner or employee of the Contractor has any interest nor shall they acquire any interest, directly or indirectly, which would conflict in any manner or degree with the faithful performance of the Contract hereunder.

In the event Contractor has no prior knowledge of a conflict of interest as set forth above and hereafter acquires information which indicates that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the Moderator of this RFP and shall thereafter cooperate with the City's review and investigation of such information, and comply with any instruction it receives from the City in regard to remedying this conflict of interest.

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7.5.5 Required for Past Performance (SEGMENT 4). Contractor shall submit a past and present performance Segment with its proposal, containing past performance information in accordance with the format contained in The Past and Present Performance Information Form (See Part 9). This information is required for the Contractor and all subcontractors, teaming partners, and/or joint venture partners. Contractors are cautioned that the City will use data provided by each Contractor in this Segment and data obtained from other sources in the evaluation of past and present performance. The information form provides an area for identification of whether the past performance relates to fixed route or paratransit. Contractor shall label the form with the corresponding designation.

7.5.5.1 For each contract submitted as a past performance reference, Contractor shall submit a statement as noted in Part 9 authorizing the Contractor's client to release to the City all information requested.

7.5.5.2 Relevant Contracts. Submit Past Performance Information on 5 recent contracts that you consider most relevant in demonstrating your ability to perform the Contract. Also include information on 5 recent contracts performed by each of your teaming partners (if any) and significant subcontractors that you consider most relevant in demonstrating the ability to perform the Contract, and include any rationale supporting your assertion that the information is relevant and should be considered by the City. Note that the City's evaluators generally will give less weight to performance on a newly awarded contract without a performance history or on a contract that terminated more than 3 years prior to this RFP process.

7.5.5.3 Specific Content; Relevancy / Problem Solving. Contractors are required to explain what aspects of the reference contracts are deemed relevant to the proposed Contract, and to what aspects of the proposed Contract they relate. This may include a discussion of efforts accomplished by the Contractor to resolve problems encountered on prior contracts as well as past efforts to identify and manage risk. Merely having problems does not automatically equate to a little or no confidence rating, since problems encountered may have been on a more complex program, or a Contractor may have subsequently demonstrated the ability to overcome the problems encountered. Contractor is required to demonstrate management actions employed in overcoming problems and the effects of those actions, in terms of improvements achieved or problems rectified. This may allow the Contractor to be considered a higher confidence candidate.

7.5.5.4 History of Organizational Structure Changes. Many companies have acquired, been acquired by, or otherwise merged with other companies, and/or reorganized their divisions, business groups, or subsidiary companies. In many cases, these changes have taken place during the time of performance of relevant present or past contracts or between the conclusion of recent past contracts and this RFP process. As a result, it is sometimes difficult to determine what past performance is relevant to this acquisition. To facilitate this relevancy

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determination, include in this proposal Segment a description of all such changes in the organization of your company. As part of this explanation, show how these changes impact the relevance of any efforts you identify for past performance evaluation. Since the City intends to consider present and past performance information provided by other sources as well as that provided by the Contractor(s), the description should be both specifically applicable to the efforts identified and general enough to apply to efforts on which the City receives information from other sources.

7.5.6 *Required Forms and Documentation (SEGMENT 5).* This Segment is intended to provide information to the City for preparing the Contract document and supporting file. Contractor's proposal shall include every item identified in PART 9 of the RFP documents.

7.5.6.1 FTA Contract Clauses and Certifications

7.5.6.2 EEO Plan Certification—Disclosure of Responsibility Statement

7.5.6.3 Special Contract Requirements—Required Licenses or Certifications. Contractor shall include copies of any licenses and/or certifications that are required to perform any of the work required by the Contract resulting from this RFP. If no licenses and/or certifications are required, the Contractor is not required to make reference to this subsection.

7.5.6.4 Authorized Contractor Personnel. Provide the name, title, telephone number, and email address of the company point of contact regarding decisions made with respect to the proposal and who can obligate your company contractually. Identify those individuals authorized to negotiate with the City.

7.5.6.5 Company Address and Identifying Codes. Provide company/division's street address, Federal Identification Number, DUNS Code, and size of business. List all locations where any work is to be performed and indicate whether such facility is a division, affiliate or subcontractor, and the percentage of work to be performed at each location.

7.5.6.6 Subcontracting Plan. If Contractor intends on using subcontractors, a Subcontracting Plan must be included in this Segment. The Subcontracting Plan shall include a detailed explanation of the work to be subcontracted and the percentage of that work to the total project for each proposed subcontractor. Each such subcontractor shall be identified in this plan. The City reserves the right to approve or disapprove of any subcontracting plan.

7.5.6.7 Participation of Disadvantage Business Enterprises. The Contract resulting from this RFP is subject to the requirements of 49 C.F.R. § 26 (Participation by Disadvantaged Business Enterprises (DBE) in Department of Transportation

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Financial Assistance Programs). The City has established a goal for participation of DBEs of 2.10%. Contractor must provide with its RFP response a statement as to its established targets for DBE participation on this Contract. The targets may be provided for participation by a prime Contractor, joint venture partner, teaming arrangement member or subcontractor. Targets for subcontractors must be listed separately.

7.5.6.7.1 Payments. Contractor must pay any subcontractors for satisfactory performance of their contracts no later than 30 days from the receipt of payment made to Contractor by the City. Prompt return of retainage payments from Contractor to subcontractor must be made within 30 days after subcontractor's work is satisfactorily completed.

7.5.6.7.2 Notification and Consent. Contractor must promptly notify the City if a DBE subcontractor is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and reassign the work to a non-DBE subcontractor or perform that work itself or through an affiliate without prior written consent of the City.

7.5.7 *Required for Proof of Financial Ability (Segment 6).* Contractor shall provide, under separate cover, the following information on available operating capital and its source, the amount of any financing proposed for this operation and its source, and terms of repayment. This information will be evaluated separately to determine whether Contractor can meet the obligations of the Contract.

7.5.7.1 Working Capital Requirement. To demonstrate sufficient working capital, Contractor must demonstrate available cash or line of credit or other investment of at least 25% of the annual amount of the Contract. Detailed information regarding the type (revocable or irrevocable) of the line of credit shall be supplied along with a letter from the bank issuing any such line of credit. In determining the Contractor's compliance to this requirement, the following formula will be used to determine if the Contractor has sufficient working capital:

(Cash, Cash Equivalents) + (Accounts Receivable (<90 days) – Accounts Payable) + (Stand-by Letter of Credit) = >25% of annual Contract amount.

7.5.7.2 Provide detailed information regarding litigation, liens or claims arising from litigation in excess of \$100,000 against any participant in the proposal.

7.5.7.3 Provide Certified Audited Financial Statements for the previous three years (2015, 2014, 2013). If a partnership, submit financial statements for each partner. If the respondent is a division of a multi-entity corporation, provide either: (1) audited divisional or segment financial statement (if available); or (2) an internally prepared divisional financial statement for all years for which the parent's audited financial statement was provided. If audited statements are not

RFP PART 7

available, Contractor may be required to submit additional financial information to establish financial responsibility.

7.5.7.4 Provide a letter from a financial institution identifying the availability and approved amount of working capital financing (letter to be dated within 45 days of the response to the RFP).

7.5.7.5 Insurance. Provide evidence of ability to obtain specified amounts of insurance from an insurance company authorized to do business in Minnesota. Disclose intended deductible levels, if any. Disclose the total number and amount of accidents and claims paid by Contractor in the last five years including litigation history. Demonstrate financial capability commensurate with the required insurance limits and the proposed deductible levels. Provide evidence of ability to obtain a performance bond as specified herein.

7.5.7.6 Contractor shall include a letter from its surety company stating that the bond will be provided if being considered for a contract or in the event of a contract. The Bond shall be provided on a yearly basis for each year, or portion, of the contract.

7.5.7.7 A minimum of two credit references (including name, title, and telephone number) are required.

7.5.7.8 Eligibility. In order to be eligible to be awarded the Contract, a prospective Contractor (including any partner, parent, subsidiary or affiliate corporation or any shareholder with a minimum of 50% of the outstanding shares of the corporation) may not have filed for bankruptcy protection within the previous five years. Contractor must demonstrate that Contractor has sufficient working capital to perform the services herein and to obtain any equipment required in the performance of the services described in the RFP. If any participants in the proposal have ever been involved in bankruptcy proceedings as a debtor, state the date, court of jurisdiction, amount of liabilities, and amount of assets. Provide this information on a separate statement with the heading "BANKRUPTCY INFORMATION."

7.5.8 *Required for Cost and Pricing Proposal (Segment 7).* Contractor is required to complete and execute the cost proposal pages provided. See Part 9. All cost and pricing information shall be submitted in a separate sealed envelope with the RFP response marked "Original." This information will be evaluated separately.

RFP PART 8

PART 8 Evaluation Criteria

- 8.0 General
- 8.1 Financial Ability
- 8.2 Relative Importance of Evaluation Criteria
- 8.3 Evaluation Criteria
- 8.4 Notifications

8.0 GENERAL

Proposals submitted in response to this RFP will be evaluated and scored by the Evaluation Committee established by the City, in accordance with the Evaluation Criteria outlined below.

The primary desire of the City for this procurement is to ensure an award will be made based on the highest quality of service that best matches the City's requirements using the Federal Transit Administration's (FTA approved Third Party Contracting Guidance (FTA C 4220.1F) "Best Value" methodology as set forth in Part 1.10 of this RFP. The Evaluation Committee will make a recommendation to award to the Rochester Common Council based upon the Evaluation Committees' determination of the responsible Contractor whose proposal is most advantageous to the City.

8.1 FINANCIAL ABILITY

The City requires assurances that any selected Contractor will have the financial ability to perform the Contract successfully. Proposals will be evaluated for financial ability by a qualified independent auditing firm, generally according to the criteria set forth below.

Evaluation for financial ability will include an analysis all information submitted pursuant to Part 7.5.7 of this RFP, including but not limited to the following: (a) cash and percentage of cash to total current assets and total assets of the Contractor; (b) quick and current ratio analysis; (c) net sales volume and accounts receivable turnover; (d) sources that produced the prospective Contractor's operating capital; (e) availability and amount of short-term operating capital and financing; (f) debt structure and leverage; and (g) measurable working capital (cash, cash equivalents and receivables less current liabilities); (h) working capital ratio to total annual contract revenue. Contractors' financial statements will be reviewed to determine the Contractor's ability to complete a contract of this value, financial risks associated with the Contractor, cash and credit line availability, sources of operating capital, review of Dun and Bradstreet credit reports, and a review of any pending litigation. Additionally, other factors including but not limited to whether the financial statements and information provided were audited, comments and notes included with the audit report or management letters, the auditing firm itself and potential quality issues and variations from report to report and the translation of all financial information into U.S. currency for comparison purposes may be considered.

If, through the foregoing independent evaluation process, a Contractor is determined to meet financial ability requirements, that Contractor will be deemed financially responsible and is eligible to be selected for the award of the Contract and will continue in the evaluation process.

RFP PART 8

If, through the foregoing independent evaluation process, a Contractor is found to fall short of financial ability requirements, that Contractor will not be deemed financially responsible, is not eligible to be selected for the award of the Contract, and will be notified of the City's determination as set forth in Part 8.4 of this RFP.

8.2 RELATIVE IMPORTANCE OF EVALUATION CRITERIA

The Technical Proposal is of greater importance than the Cost Proposal. The following items constitute the Evaluation Criteria and their respective percentage weights which the Evaluation Committee will use in evaluating Technical Proposals submitted by financially responsible Contractors in response to this RFP: Technical (**45%**), Interviews with Contractor's Key Staff (**30%**), Past Performance (**25%**). Cost Proposals will be evaluated separately and balanced against Technical Proposals in accordance with Federal Transit Administration "best value selection methodology" as detailed within the FTA Best Practices Procurement Manual and PART 1.10 of this RFP.

8.3 EVALUATION CRITERIA

8.3.1 Technical Proposal

8.3.1.1 Technical. The technical aspects of the Technical Proposal will be broken down and considered by the Evaluation Committee according to the following general criteria. Each criterion includes an approximate percentage indicating the weight to be given to that item in the assessment of this portion of the Contractor's Technical Proposal. Within each criterion, the sub-items are listed in their general order of importance.

(1) Qualifications (20%)

- (a) Experience with providing services of similar scope and size
- (b) Experience with operating and maintaining a fleet of similar size
- (c) Capacity to perform Contract requirements
- (d) Experience with operating other types of alternate powered transit buses
- (e) Experience with implementing and maintaining Intelligent Transportation Systems technologies
- (f) Creative ideas offered to improve service

(2) Proposed Personnel (20%)

- (a) Qualifications and experience of proposed general manager
- (b) Proposal to comply with 13C Requirements, experience with collective bargaining agreements and negotiations, and proposed wage and benefits plan
- (c) Qualifications and experience of proposed maintenance manager
- (d) Qualifications and Experience of proposed operations manager
- (e) Recruiting, hiring, training, and retraining program for drivers
- (f) Organizational chart detailing organizational structure and reporting relationships

(3) Transition Plan (10%)

- (a) Mobilization plan and schedule
- (b) Facility move-in plan
- (c) Recruitment/hiring plan
- (d) Tool and equipment assessment

RFP PART 8

- (4) Proposed Management and Operations Plan (20%)
 - (a) Approach and methodology
 - (b) Road supervision approach
 - (c) Experience with the FTA Uniform System of Accounts and with National Transit Database reporting
 - (d) Fare collection plan, including equipment proposed to be used for collection of fares (e.g. fare box, fare registers) and relevant fare collection experience
 - (e) Experience with automatic vehicle location systems and real-time bus tracking systems for fixed route service
 - (f) Experience with computer-aided dispatching for paratransit service
 - (g) Training program for maintenance personnel, vehicle operators, schedulers/dispatchers, and supervisors
 - (h) Customer service approach
 - (i) Safety, security, and risk management plan
 - (j) Internal communications network, including methods of communicating instructions to supervisors and vehicle operators and the approach to routing/dispatching functions
- (5) Risks and Added Value Assessment (10%)
 - (a) Understanding of risks and mitigation
 - (b) Value added and innovation
- (6) Proposed Maintenance and Equipment Plan (20%)
 - (a) Vehicle maintenance plan
 - (b) Bus washing and interior cleaning plans
 - (c) Approach to road call management
 - (d) Experience with fleet management software
 - (e) Safety record
 - (f) Warranty plan
 - (g) Plan for intended utilization of the on-board video system from an operational perspective (i.e. operator training, improvement, and reinforcement)

8.3.1.2 Interviews with Key Staff. The Evaluation Committee will conduct in-person interviews with key staff of each Contractor in order to assess how each Contractor's personnel would respond in various scenarios that may arise during the Contract and to discuss the qualifications and experiences of each. The Evaluation Committee will strive for consistency and clarity in the manner the questions are posed and how the answers are assessed and weighted, in the following general order of importance:

- (1) General Manager's responses to scenario questions
- (2) Maintenance Manager's responses to scenario questions
- (3) Operations Manager's responses to scenario questions
- (4) Qualifications and Experience of General Manager
- (5) Qualifications and Experience of Maintenance Manager
- (6) Qualifications and Experience of Operations Manager

8.3.1.3 Past Performance. The Evaluation Committee will assess the past performance of Contractors through the results of reference checks. Past Performance references will be contacted on behalf of the City and an assessment provided to the Evaluation Committee. The individual conducting the reference checks and providing assessments to the Evaluation

RFP PART 8

Committee will strive for consistency in the manner such checks are conducted and how the responses are assessed and weighted, in the following general order of importance:

- (1) Applicability of past performance reference to the Contract
 - (2) Overall services provided by the Contractor
 - (3) Responsiveness of Contractor in addressing and correcting problems
 - (4) Contractor's ability to meet the expectations and needs of the transit agency
 - (5) Contractor's customer service as provided by bus operator staff
 - (6) Whether the reference provider would choose to renew a contract with the Contractor
- 8.3.1.3.1 No member of the Evaluation Committee will serve as a reference in the RFP process and such individuals should not be listed.

8.3.2 *Cost Proposal*

Contractor's Cost Proposals will be evaluated separately and balanced against Technical Proposals in accordance with Federal Transit Administration "best value selection methodology" as detailed within the FTA Best Practices Procurement Manual.

As required by the FTA Best Practices Procurement Manual, Chapter 4, Methods of Solicitation and Selection, the City declares the following: all evaluation criteria factors other than cost, when combined, are significantly more important than cost alone. In the event that two or more Technical Proposals are considered by the Evaluation Committee to be of essentially equal merit, the Cost Proposal takes on added importance in determining overall best value. In such a case, a Contractor's Cost Proposal ultimately may be the deciding factor for the City in awarding the Contract. Accordingly, the Evaluation Committee may not necessarily make a recommendation to award the Contract to the Contractor with the highest-ranking Technical Proposal or to the Contractor with the lowest Cost Proposal. Rather, the Evaluation Committee will recommend awarding the Contract to the Contractor that can provide the best value to the City in the best interests of the City's public transit program.

8.4 **NOTIFICATIONS**

8.4.1 *Financial Ability*

The Moderator will notify any Contractor that is determined not to have met financial ability criteria, as set forth in Part 8.1, upon completion of that portion of the evaluation process.

8.4.2 *Award*

Upon completion of the evaluation process, the Moderator will notify the Contractor that is selected by the Evaluation Committee for a recommendation to the Common Council of the City for an award of the Contract. Within five Business Days of such notification, the Moderator will notify all Contractors that were not selected for such a recommendation.

The decision to award the Contract will be made by the Common Council of the City.

RFP PART 9

PART 9 Required Forms and Other Required Items

- 9.1 Forms
- 9.2 Submissions Required as Part of RFP Response
- 9.3 Attachments
- 9.4 Submissions Required for Successful Contractor

9.1 FORMS

This Part contains the following forms for use in submitting a response to this RFP:

1. Response Cover Page and Checklist
2. Receipt Confirmation
3. Disclosure of Contractor Responsibility
4. Past and Present Performance Information
5. Risk Assessment
6. Value Added Plan
7. Addendum Acknowledgement
8. Certifications and Representations
9. Lobbying Certification
10. DBE Bidding Form Affidavit (and forms F-1 and F-2)
11. Cost Proposal

9.2 SUBMISSIONS REQUIRED AS PART OF RFP RESPONSE

As specified as various points in the RFP documents, each Contractor must submit the following with its RFP response:

1. FTA Drug and Alcohol Policy and Procedures
2. Current Minnesota Motor Carrier Certification and Licensing
3. Vehicle Maintenance Plans, including:
 - (a) Proposed staffing levels, mechanic-to-fleet ratios, and all appropriate justifications
 - (b) Identification of any subcontractors that may be used in performance of the Contract
 - (c) Plans for operator training, improvement, and reinforcement in the use of on-board video systems from an operational perspective
 - (d) Sample Pre-Trip Inspection Record and a detailed explanation of how it will be used
 - (e) Description of experience with and history of use of fleet maintenance software
 - (f) Sample Preventive Maintenance Policies and Procedures
 - (g) ITS Integration
4. Transition Plan
5. Service Supervision Plan and the proposed ratio of supervisors-to-quantity of buses
6. Organizational chart depicting all personnel proposed to be used in performing Contract
7. DBE Participation information

9.3 ATTACHMENTS

The following may be downloaded separately from the City's Bid Notification System, located at <http://www.rochestermn.gov/departments/public-works/projects-and-studies/contracts-and-bids>:

- A** Rochester Scheduled Revenue Miles/Hours Data
- B** Service Schedules and Route Maps
- C** Required FTA Clauses and Certifications
- D** Fare Types
- E** FTA Third Party Contracting Guidance – C. 4220.1F (Download from FTA site)
- F** Employee Protection Certification – DOL Referral of FTA Grant MN-90-X284
- G** City's Five Year Capital Improvement Plan
- H** City's Transit Operations Contract to be negotiated with the selected Contractor
- I** Paratransit ("ZIPS Dial-A-Ride") Policies and Guidelines
- J** Paratransit Service Area Map
- K** Estimated Annual Paratransit Service Hours
- L** Reporting Incident and Accident Form
- M** Collection, Transport, Counting, and Verification of Cash Farebox Monies Policy as of 12-07-2015
- N** Current fixed route service provider's union contract with Amalgamated Transit Union, Local 1005
- O** Terminal Lease [for use of the City's facility during the term of the Contract]
- P** Monthly DBE Reporting Form (F-3)
- Q** End of Contract DBE Report (F-4)

9.4 SUBMISSIONS REQUIRED FOR SUCCESSFUL CONTRACTOR

The successful Contractor at the conclusion of this RFP process will be required to submit all of the following within **60 DAYS** of the award of the Contract and prior to commencing operations:

1. Preventive Maintenance Policies and Procedures specific to the City's Fleet
2. Plan for bus assignments that accounts for the overall age of the City's Fleet and spare ratios
3. Plan for storage, handling, and dispensing urea
4. Plan for properly identifying components that are still under warranty, and a plan for obtaining maximum warranty coverage, especially in regard to crediting the City for warranty reimbursement
5. Plan for operational safety and security
6. Plan for fueling, indicating how buses and vehicles will be fueled at the City's facility
7. Plan for providing an effective and ADA-compliant rescue system
8. Plan for on-board collection of cash, tickets, and other forms of fare revenue
9. Dress code and sample uniform for operators
10. Plan for hiring and retaining personnel, specifically Operators
11. Professional Development and Education Plan for all employees
12. Plan for handling payment of fares
13. Report of Expenses (percentage breakdown) based on the rates contained in the Cost Proposal

CITY OF ROCHESTER, MINNESOTA
Department of Public Works—Transit and Parking Division
201 4th Street SE | Rochester, Minnesota 55904
www.rptride.com | tel: 507.328.2400 | fax: 507.328.2451

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RESPONSE COVER PAGE AND CHECK LIST

Contractors must complete and submit this form as the cover page of the RFP response. Contractors must respond to all questions in each PART and include all Required Forms and Attachments.

CHECKLIST

- ☐ Executive Summary
- ☐ Documentation of Qualifications and Experience
- ☐ Proposed Personnel
- ☐ Transition Plan
- ☐ Maintenance Program and Equipment
- ☐ Management and Operations
- ☐ Risks and Value Added
- ☐ Certifications and Representations
- ☐ Cost Price Proposal
- ☐ Past Performance
- ☐ Financial Ability

REQUIRED FORMS

Response Cover Page and Check List
Receipt Confirmation. *Please return within five business days of receipt of RFP package.*
Disclosure of Supplier Responsibility Statement
Past and Present Performance Information
Risk Assessment
Value Added Plan
Acknowledgement of Addenda
Certifications and Representations
Certification Regarding Lobbying
DBE Participation Affidavit (and corresponding form)
Cost Proposal

By signing below, Contractor acknowledges that (1) it has carefully examined the entire RFP and understands all instructions, requirements, specifications, terms and conditions; (2) all information submitted in response to the RFP is current, accurate, and complete.

Date

Company Name

Authorized Company Representative (PRINTED)

Authorized Company Representative (SIGNATURE)

Email Address

Telephone

CITY OF ROCHESTER, MINNESOTA
Department of Public Works—Transit and Parking Division
201 4th Street SE | Rochester, Minnesota 55904
www.rptride.com | tel: 507.328.2400 | fax: 507.328.2451

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RECEIPT CONFIRMATION

Complete and return this form within five business days of receiving or downloading an RFP package to:

Justin Templin
Special Assistant City Attorney
City of Rochester, Minnesota
c/o Hoff Barry, P.A.
775 Prairie Center Drive, Suite 160
Eden Prairie, Minnesota 55344
email: jtemplin@hoffbarry.com

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact: _____

Telephone (incl. EXT, if applicable): _____ Email: _____

I received a copy of the above noted RFP on _____.
DATE

Do you plan to submit a proposal? ☐YES ☐NO ☐UNDECIDED

(If not, please indicate a reason: _____)

If your company plans to submit a Proposal, at least one representative must attend the Pre-Proposal Conference and Facility Tour and Fleet Review scheduled for July 6, 2016. Please indicate all who will attend below:

Authorized Signature

Title

Date

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DISCLOSURE OF CONTRACTOR RESPONSIBILITY

Contractor must provide complete and accurate responses for all of the following information and attach it to this form. Failure to disclose responsive information will be grounds for disqualification from consideration for the Contract or for termination of any Contract awarded to the Contractor by the City.

1. Any and all convictions for any offense of any person, subsidiary, or affiliate of the Contractor arising out of obtaining, or attempting to obtain, any public or private contract or subcontract or in the performance of the same.
2. Any and all convictions of any person, subsidiary, or affiliate of the Contractor for embezzlement, theft, fraud, or any other offense indicating a lack of business integrity or honesty which may affect the responsibility of the Contractor.
3. Any convictions or civil judgments under state or federal antitrust laws.
4. Any violations of contract provisions, such as knowingly and without good cause failing to perform, or any unsatisfactory performance in accordance with the specifications of a contract.
5. Any suspensions or debarments by any government agency.
6. Any contracts not completed on time.
7. Any documented violations of federal or state labor laws, regulations or standards or occupational safety and health rules or regulations.

As the _____ of _____, I hereby
TITLE COMPANY

declare under oath that all of the responses provided as requested on this form are true and complete.

Authorized Company Representative (PRINTED)

Authorized Company Representative (SIGNATURE)

Subscribed and sworn before me
this _____ day of _____, 2016.

Notary Public

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PAST AND PRESENT PERFORMANCE INFORMATION

For each entity provided as a reference, provide the information requested below. Please indicate whether your experience with each entity was with Fixed Route service, Paratransit service, or both. Attach additional pages as necessary. Your comments regarding your performance on each should be frank and concise.

Contractor: _____

Contract name/title: _____

Contract specifics:

Customer: _____

Period of performance: _____

Original contract value: _____

Current or final contract value: _____

Brief description of your performance. (Identify whether you were the prime contractor or a subcontractor and whether the performance related to fixed route service or paratransit service or both).

Address any technical or other area about this contract that the Company considered unique.

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PAST AND PRESENT PERFORMANCE INFORMATION | p. 2

Completion:

Original date: _____

Current or final date: _____

How many times did the completion date change?: _____

State the primary causes or reasons for change in completion date: _____

Identify any key individual(s) who participated in this contract and are proposed to be involved in the RFP or performance of the Contract:

Identify whether subcontractors were utilized on the referenced contract/program. If subcontractors were used, identify the names of the subcontractors and the approximate percentage of the contract for which each subcontractor was responsible.

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PAST AND PRESENT PERFORMANCE INFORMATION | p. 3

Customer Contacts:

For government contracts, provide current information for both of the following individuals. For commercial contracts, provide contact information for individuals fulfilling the same roles. **CONFIRM THAT CONTACT INFORMATION PROVIDED IS CURRENT PRIOR TO SUBMISSION.**

1. Program or Project Manager:

Name: _____

Address: _____

Telephone: _____

E-mail: _____

2. Contracting Officer

Name: _____

Address: _____

Telephone: _____

E-mail: _____

Authorization to Contact References and Release of Information

I hereby authorize the City to contact the references listed on this form and the company/reference so identified to release any responsive information to the City.

Authorized Signature

Title

Date

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RISK ASSESSMENT

Prioritize the risks associated with this Contract from greatest to least from the Contractor's and City's perspective. The risk assessment must use the following general format and may not exceed two pages. The Contractor may identify as many or as few risks as the Contractor deems appropriate within the confines of the format and the two pages allotted.

Risk 1: _____

Solution 1: _____

Risk 2: _____

Solution 2: _____

Risk 3: _____

Solution 3: _____

Risk 4: _____

Solution 4: _____

Risk 5: _____

Solution 5: _____

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VALUE ADDED PLAN

Identify potential opportunities, changes in operations, or technologies that the Contractor would be able to introduce to the City's transit system to improve customer service or management, increase revenues, or decrease costs. Describe the expected impact and estimated costs or savings related to each item. The plan must use the following general format and may not exceed two pages. The Contractor may identify as many or as few items as the Contractor deems appropriate within the confines of the format and the two pages allotted.

Item 1: _____

Impact, costs or savings: _____

Item 2: _____

Impact, costs or savings: _____

Item 3: _____

Impact, costs or savings: _____

Item 4: _____

Impact, costs or savings: _____

Item 5: _____

Impact, costs or savings: _____

CITY OF ROCHESTER, MINNESOTA
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ACKNOWLEDGMENT OF ADDENDA

After distribution of the RFP and prior to the Submission Deadline, the Moderator may periodically make changes, corrections, clarifications, or updates to information contained in the RFP documents. Those changes, corrections, clarifications, or updates to information will be provided by email when they are available to each Contractor who completes a Receipt Confirmation for this RFP. If any of those changes, corrections, clarifications, or updates to information are to be considered an addendum to and become part of the RFP documents, they will be listed by subject, time, and date in a final email from the Moderator prior to the submission deadline for the RFP. Contractors must acknowledge receipt of any and all such addenda, and include such acknowledgment with the RFP response. Failure to acknowledge receipt of all addenda may cause the RFP response to be considered nonresponsive to the solicitation.

The following acknowledgement shall be included with the Contractor's RFP response:

The undersigned representative hereby acknowledges receipt of all of the following addenda to the RFP documents:

[Include the subject, time, and date of each addenda as noted in email from the Moderator.]

The undersigned further hereby acknowledges that the Contractor understands and agrees that each such addenda are part of the RFP documents and have been considered and incorporated into the Contractor's RFP response.

Authorized Signature

Title

Date

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CERTIFICATIONS AND REPRESENTATIONS

By submitting this RFP response, the undersigned makes the following representations:

1. I am familiar with all requirements, conditions, specifications, and instructions in the RFP.
2. I am familiar with all matters affecting the performance of services to be rendered, including all laws, ordinances, rules, and regulations that affect or may affect the services rendered, related performance, and the persons employed.
3. I and the company I represent are in the public transportation business and have the knowledge, experience, and skills necessary to provide all aspects of the services contemplated in this RFP, including expertise in the provision of high quality operation and management of public fixed route and para transit services, and are willing and able to satisfy the requirements of a contract resulting from this RFP for the costs stated in the proposal as submitted. for City's public transportation services for the costs stated in the proposal submitted.
4. The company I represent has made an independent price determination for this RFP response and has not colluded, conspired, or agreed, directly or indirectly, with any other Contractor, person, or entity to refrain from submitting a response to the RFP. Further, neither I nor the company I represent have directly or indirectly sought by agreement, collusion, communication, or conference with any person or entity to fix the Cost Proposal amount herein or that of any other Contractor, or to fix any overhead, profit, or cost element of such proposal amount or that of any other Contractor, or to secure any advantage against the City or any person interested in the proposed Contract.
5. I do not have any interest nor shall I acquire any interest, directly or indirectly, that would conflict in any manner or degree with the faithful performance of the Contract contemplated by this RFP. To the best of my knowledge after diligent inquiry, no director, officer, owner, or employee of the company I represent has any interest, directly or indirectly, that would conflict in any manner or degree with the faithful performance of the Contract contemplated by this RFP.
6. If I acquire information which indicates any actual or apparent change to the foregoing, I shall promptly inform the Moderator of this RFP and shall cooperate in the City's review and investigation of the same. I shall comply with any instructions from the City in regard to any matter affecting this RFP or the Contract contemplated by this RFP.
7. I understand that the award of any contract will be based on the reliability of the foregoing representations and all of the representations contained in the RFP response.

Authorized Signature

Title

Date

RFP | ROCHESTER PUBLIC TRANSIT AND PARATRANSIT SERVICE OPERATIONS AND MAINTENANCE

**CERTIFICATION REGARDING LOBBYING
49 C.F.R. Pt. 20, App. A**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form–LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Authorized Signature

Title

Date

RFP | ROCHESTER PUBLIC TRANSIT AND PARATRANSIT SERVICE OPERATIONS AND MAINTENANCE

DBE PARTICIPATION AFFIDAVIT

In connection with the response to this RFP, I hereby state the following:

1. I am an authorized representative of the Company on behalf of which this affidavit is submitted. I solemnly affirm under penalty of perjury that the information in this affidavit is true to the best of my knowledge, information, and belief.

2. In the solicitation of subcontract quotations or offers, DBE firms were provided not less than the same information and amount of time to respond as were non-DBE firms.

and

3. [SELECT ONE OF THE FOLLOWING AND ATTACH THE APPROPRIATE FORM]:

☐ Our company has met the overall certified DBE participation goal of 2.10%. Our Company's DBE goal for this contract is: _____ %. The DBE firms listed in our company's DBE Participation Schedule (Form F-1) will be used to accomplish the DBE participation goal for this Contract for at least the dollar amounts set forth therein.

I have attached the DBE Participation Schedule (Form F-1) and written confirmation from each of the DBEs listed indicating that they are participating in the Contract as provided.

☐ Our company is unable to achieve the overall certified DBE participation goal. Our Company's DBE goal for this contract is: _____ %. I hereby request a waiver of the overall goal.

I have attached the Certification of Good Faith Efforts (Form F-2).

Authorized Signature

Title

Date

Form F-1 Participation Schedule**Firm Completing this
Schedule****Date****Project Name****Goal****Total DBE Commitment \$**

List all quotes of DBE's that will be participating on the project. Include Sub contractors, Suppliers, Sub-consultants & Service providers

Name and contact information of DBE	Phone	Description of Work	Dollar Amount of Quote
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

If you have any questions, please contact:

Scott E. Retzlaff

Parking and Transit Assistant

City of Rochester, Minnesota

Department of Public Works

4300 East River Road NE

Rochester, MN 55906

Phone: 507-328-2439

Fax: 507-328-2432

sretzlaff@rochestermn.gov

Form F-2 Certification of Good Faith Efforts

Firm Completing this Schedule _____

Goal _____

Total DBE Commitment \$ _____

LIST YOUR ATTEMPT TO SOLICIT BIDS FROM DBE SUBCONTRACTORS, SUPPLIERS, AND SERVICE PROVIDERS

Subcontractor/Supplier/Service provider	DBE? (y) (n)	Phone	Dates, Method of Contact		Description of Work	Dollar Amount of Quote
			Letter	Phone		
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						

If you have any questions, please contact: _____

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 Department of Public Works
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**COST PROPOSAL WORKSHEETS
RATES**

TYPE	CONTRACT PERIOD				
	2017	2018	2019	2020	2021
Fixed Route					
Large Bus (35' or larger) per Revenue Hour <i>up to</i> 74,000 hours					
Large Bus (35' or larger) per Revenue Hour <i>over</i> 74,000 hours					
Small Bus (less than 35') per Revenue Hour					
Paratransit					
Small Bus (less than 35') per Revenue Vehicle Hour <i>up to</i> 18,500 hours					
Small Bus (less than 35') per Revenue Vehicle Hour <i>over</i> 18,500 hours					

- NOTES:
1. The above rates include all costs identified in the RFP and resulting Contract.
 2. The buses identified as "Large Bus (35' or larger)" typically are equipped with air brakes.
 3. Revenue Hours and Revenue Vehicle Hours are based on the existing service schedule plus increased service on Saturday and new Sunday service.
 4. In the event of the City exercises one or more options to extend the term of the Contract, the rates for the Extended Term will be determined as set forth in Part 5.26 of this RFP.

The foregoing rates are hereby offered for the management and operations of the City's public fixed route and paratransit system in accordance with this RFP. The rates quoted and binding on the Contractor and may be relied upon by the City for at least 120 days after the RFP submission date.

Authorized Signature

Title

Company

Date

RFP | ROCHESTER PUBLIC TRANSIT AND PARATRANSIT SERVICE OPERATIONS AND MAINTENANCE

COST PROPOSAL WORKSHEETS | p. 2
COST CALCULATIONS

Fixed Route (using 2017 per Revenue Hour rates)

ITEM	Labor	Supplies	Other Direct Costs	Allocated Overhead	Profit	Total
Management & Support ¹						
Operations ²						
Maintenance ³						
Total						

Paratransit (using 2017 per Revenue Vehicle Hour rates)

ITEM	Labor	Supplies	Other Direct Costs	Allocated Overhead	Profit	Total
Management & Support ¹						
Operations ²						
Maintenance ³						
Total						

The foregoing cost calculations in accordance with this RFP are binding on Contractor and may be relied upon by the City for at least 120 days after the RFP submission date.

Authorized Signature

Title

Company

Date

¹ Includes managers, HR, accounting, trainers, and dispatch

² Includes bus operators

³ Includes all shop personnel